

**Exhibit 1**

**Supplemental Horst Decl.**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	Case No. 12-12020 (MG)
	)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	)	Chapter 11
	)	
Debtors.	)	Jointly Administered
-----	)	

**SECOND SUPPLEMENTAL DECLARATION OF DEANNA HORST IN SUPPORT OF  
DEBTORS' THIRTIETH OMNIBUS CLAIM OBJECTION (NO LIABILITY  
BORROWER CLAIMS – BOOKS AND RECORDS)**

Deanna Horst, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury:

1. I am the Chief Claims Officer for Residential Capital, LLC and its affiliates (“ResCap”), a limited liability company organized under the laws of the state of Delaware and the parent of the other debtors and debtors-in-possession in the above-captioned Chapter 11 cases (collectively, the “Debtors”). I have been employed by affiliates of ResCap since August of 2001. I began my association with ResCap in 2001 as the Director, Responsible Lending Manager, charged with managing the Debtors’ responsible lending on-site due diligence program. In 2002, I became the Director of Quality Asset Management, managing Client Repurchase, Quality Assurance, and Compliance, a position I held until 2006, at which time I became the Vice President of the Credit Risk Group, managing Correspondent and Broker approval and monitoring. In 2011, I became the Vice President, Business Risk and Controls, and supported GMAC Mortgage, LLC and Ally Bank in this role. In my current position, I am responsible for Claims Management and Reconciliation and Client Recovery.

2. I am authorized to submit this second supplemental declaration (the “Supplemental Declaration”) in support of the *Debtors’ Thirtieth Omnibus Objection to Claims*

*(No Liability Borrower Claims – Books and Records)* [Docket No. 4887] (the “Objection”).<sup>1</sup>

Except as otherwise indicated, all facts set forth in this Supplemental Declaration are based upon my familiarity with the Debtors’ books and records, information learned from my review of relevant documents, and information I have received through my discussions with other members of the Debtors’ management or other employees of the Debtors, and/or the Debtors’ professionals and consultants. If I were called upon to testify, I could and would testify competently to the facts set forth in the Objection on that basis.

3. The claims addressed in this Supplemental Declaration are claims relating to loan modifications either offered or denied by the Debtors. To address the allegations made in these claims and in the respective responses, I, or other employees of the Debtors under my supervision, examined the Debtors’ books and records to verify that the Debtors took the appropriate steps in considering each loan modification application and in communicating to the Claimant the applicable reason for denying an application. These examinations included a review of the Claimant’s payment history and the Debtors’ internal servicing notes for the Claimant’s loan. In addition, where applicable, my team reviewed the Claimant’s loan modification applications, loan modification approval letters, loan modification denial letters, compliance with loan modifications (trial and/or permanent), and the Claimant’s compliance with any other payment plans. In addition, the Debtors reviewed the relevant investor guidelines and/or directions relating to loan modification requests.

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<sup>1</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Objection or the Memorandum.

**I. BACKGROUND**

4. As a regular part of the Debtors' business practices as a mortgage servicer, the Debtors offered mortgage loan modifications to Borrowers in financial distress<sup>2</sup> pursuant to certain guidelines set by the mortgage's investors ("Traditional Modifications"). The purpose of a Traditional Modification, as with other types of loan modifications, is to provide assistance to a Borrower that is facing unavoidable financial circumstances that prevent him or her from upholding the terms of his or her mortgage note. Although Borrowers' mortgage documents did not require the Debtors to offer Traditional Modifications, the Debtors would review accounts for loan modification options at the request of a Borrower. The Debtors' ability to offer a Traditional Modification, as well as the limits of what assistance the Debtors could provide in a Traditional Modification, hinged on the loan modification programs available to the Debtors at the time of the request and, more importantly, on the investor's guidelines with respect to providing loan modifications. Investor guidelines are set at the sole discretion of the investor and in some cases, the investor does not allow the servicer to provide the Borrower with any loan modification options.

5. Beginning in April 2009, the United States Treasury Department implemented the Home Affordable Modification Program ("HAMP") to help eligible homeowners with loan modifications on their home mortgage debt. HAMP provided the Debtors with an alternate form of loan modification (a "HAMP Modification") for assisting eligible Borrowers in financial distress. Accordingly, beginning in April 2009, the Debtors reviewed every loan modification application from Borrowers for both a HAMP Modification and a

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<sup>2</sup> The term "Borrower" as used herein is defined in the *Order Pursuant to Sections 105(a) of the Bankruptcy Code and Bankruptcy Rules 1009, 3007 and 9019(b) Approving (I) Claim Objection Procedures, (II) Borrower Claim Procedures, (III) Settlement Procedures, and (IV) Schedule Amendment Procedures* [Docket No. 3294].

Traditional Modification. Mortgage servicers, such as Debtor GMAC Mortgage, LLC (“GMACM”), voluntarily participated in HAMP by executing a servicer participation agreement (“SPA”) with the Federal National Mortgage Association (“Fannie Mae”)<sup>3</sup> in its capacity as financial agent for the United States. Under an SPA, Fannie Mae provides the servicer with financial incentives for modifying eligible loans pursuant to HAMP guidelines. HAMP also provided financial incentives to investors to participate in the program, and as with servicers, participation in HAMP for investors was voluntary. Accordingly, notwithstanding Debtors’ voluntary participation in HAMP as servicer, the Debtors’ ability to provide HAMP modifications for any particular loan also required the investor’s voluntary participation in HAMP.

6. In addition to providing permanent HAMP Modifications and Traditional Modifications, the Debtors also provided certain eligible Borrowers with temporary loan modifications on a trial basis (“Trial HAMP Modifications” and “Trial Traditional Modifications,” together, “Trial Modifications”). Trial HAMP Modifications and Trial Traditional Modifications were payment plans lasting a short period of time, usually three months, for Borrowers determined to be eligible for either a HAMP Modification or a Traditional Modification. The terms of a Trial Modification were based on a workout package and evidence submitted by the Borrower for review and Trial Modifications were consummated by a written agreement signed by the Borrower. The Trial Modification’s payments had to be paid on time in order for a Traditional Modification or a HAMP Modification to be considered.

7. Finally, another loss mitigation option employed by the Debtors was a forbearance plan (“Forbearance Plan”). For a brief period of time in 2009 and 2010 after HAMP

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<sup>3</sup> Borrowers are not parties to the SPAs.

was announced, the Debtors implemented Forbearance Plans as a means to address the high volume of interest in loan modifications from Borrowers. The Forbearance Plans were offered by Customer Service Representatives of the Debtors' call center to allow time for the Debtors' loss mitigation department to review the workout package submitted by the Borrower, or to allow time for the Borrower to submit a complete workout package. The payment amount of a Forbearance Plan was determined by the income the Borrower provided over the telephone. The Debtors' call center would set the monthly payment at 31% of the Borrower's stated income. A Forbearance Plan would be established only if the Borrower's account and *stated* information met all eligibility requirements consistent with HAMP guidelines. Forbearance Plans were oral agreements and there was no signature required of a Borrower to consummate the plan. Failure to complete a Forbearance Plan did not preclude the Borrower from subsequently obtaining a HAMP Modification or a Traditional Modification.

## **II. CLAIM OF RON R. BEJARANO**

8. Mr. Bejarano has a mortgage loan that was serviced by the Debtors. On September 17, 2012, Mr. Bejarano filed proof of claim number 607 (the "Bejarano Claim") against ResCap on the asserted basis of breach of contract on account of his requests for loan modifications.

9. Since 2007, Mr. Bejarano's loan has been foreclosed upon three times. The first foreclosure was initiated with respect to Mr. Bejarano's loan on March 2, 2007, but the loan was reinstated on July 20, 2007. On February 2, 2009, a second foreclosure was initiated, but the loan was again reinstated on April 15, 2011. On August 16, 2011, a third foreclosure was initiated with regard to Mr. Bejarano's loan. Mr. Bejarano's loan account was service released to Ocwen on September 1, 2013. Mr. Bejarano's loan was still in active foreclosure at the time of the transfer.

10. In 2009, Mr. Bejarano began working with MDF Financial Services to negotiate a loan modification on his behalf with the Debtors. Mr. Bejarano applied for loan modifications several times between 2009 and 2013. Initially, Mr. Bejarano was provided a Trial Traditional Modification signed March 25, 2009, Exhibit A, *Bejarano Loan Modification Documents*, at 1-2, and made payments under the plan in the months of March 2009 through June 2009, as well as in August and November of 2009 and January 2010. The Debtors offered Mr. Bejarano a permanent Traditional Modification on December 2, 2009, *id.* at 4-10 which reduced his monthly mortgage payment by \$314 a month. However, on February 17, 2010, Mr. Bejarano was denied the Traditional Modification due to Mr. Bejarano's failure to provide certain documentation. Ex. A at 12-13.

11. On December 6, 2010, Mr. Bejarano was offered a Traditional Modification, which reduced his monthly mortgage payments by \$470 a month, *id.* at 15-25. However, Mr. Bejarano failed to sign or execute the modification agreement so he was denied the modification on January 4, 2011. *Id.* at 27-29. Mr. Bejarano subsequently requested another loan modification, and, on May 4, 2011, a missing item letter was mailed to Mr. Bejarano, *id.* at 63-65, and Mr. Bejarano provided the requested information. *Id.* at 67-82. After receiving the requisite information, the Debtors reviewed Mr. Bejarano's account for loan modification options: both Traditional and HAMP versions. On May 26, 2011, Mr. Bejarano's account was denied a HAMP Modification due to Mr. Bejarano's income being insufficient to support the loan. *Id.* at 84-86. On June 2, 2011, Mr. Bejarano's account was denied a Traditional Modification on the same basis. *Id.* at 88-90. At that time, the Debtors recommended that Mr. Bejarano consider selling the property, as his mortgage payments were unaffordable based on his stated income and expenses. *Id.* at 88.

12. Mr. Bejarano continued to request loan modifications. Each request was reviewed for both a HAMP Modification and a Traditional Modification and each request was denied on the following dates for the following reasons: (i) on August 12, 2011 (*id.* at 92-94), December 2, 2011 (*id.* at 96-97), August 16, 2012 (*id.* at 102-103), October 18, 2012 (*id.* at 108-109), November 18, 2012, January 14, 2013, February 4, 2013, March 8, 2013 (*id.* at 111-112), March 28, 2013 (*id.* at 114-115), and May 10, 2013 (*id.* at 117-118), Mr. Bejarano was denied a loan modification for failing to provide additional information; (ii) on January 26, 2012 (*id.* at 99-100), September 5, 2012 (*id.* at 105-106), and June 27, 2013, Mr. Bejarano was denied a HAMP loan modification for failing to meet the HAMP criteria; and (iii) on February 3, 2012 and September 10, 2012, Mr. Bejarano was denied a loan modification for failing to meet the program guidelines for a Traditional Modification.

13. In the Debtors' extensive review of their books and records, the Debtors did not find any evidence that Mr. Bejarano was ever promised, either verbally or in writing, that a permanent modification would be approved if a Trial Modification was completed.

14. At all times, the Debtors complied with the appropriate guidelines and policies governing the loan modification process and acted properly with respect to Mr. Bejarano's loan modification requests.

### **III. CLAIM OF PAUL AND MARGE PFUNDER**

15. Mr. and Ms. Pfunder filed proof of claim number 1430 (the "Pfunder Claim") in the amount of \$435,000.00 alleging that the Debtors refused to provide a loan modification in relation to Mr. and Ms. Pfunder's loan (the "Pfunder Loan"), which was originated with Quicken Loans Inc. on December 18, 2004, and was being serviced by GMACM as of January 18, 2005. Mr. and Ms. Pfunder further allege that they were forced to sell their home through a short sale as a result of the Debtors' refusal to provide a loan modification.



16. The Debtors' servicing records reflect that on August 5, 2008, Mr. and Ms. Pfunder contacted GMACM regarding a Traditional Modification based on unemployment or underemployment in their family.<sup>4</sup> See Exhibit B, *Pfunder Loan Modification Documents*, at 1. At that time, the only payment due and owing on the Pfunder Loan was for August 1, 2008. On September 25, 2008, Mr. and Ms. Pfunder's request for a Traditional Loan Modification was denied because the payment options at the time of the request were not affordable to Mr. and Ms. Pfunder.

17. On April 29, 2009, the Debtors received an unsolicited workout package from Mr. and Ms. Pfunder, Ex. B at 3-20, and on May 11, 2009, the Debtors informed Monica Ortiz, Mr. and Ms. Pfunder's authorized third-party agent, that the package was missing certain documents that were required for consideration of a loan modification, whether a HAMP Modification or a Traditional Modification. On May 26, 2009, Mr. and Ms. Pfunder's loan account was approved for a Forbearance Plan, with monthly payments due from June 1, 2009 through December 1, 2009, while the Debtors continued to review Mr. and Ms. Pfunder's applications for HAMP and Traditional Modifications. According to the Debtors' servicing records, on May 29, 2009, the Debtors advised Ms. Ortiz of the approval of the Forbearance Plan. The Debtors explained that the Forbearance Plan was not a permanent loan modification and the completion of the Forbearance Plan would not guarantee obtaining such a modification with a lower interest rate or lower monthly payment. The monthly payment under the Forbearance Plan was \$1,418.31, the same amount as Mr. and Ms. Pfunder's monthly mortgage payment, because their account was current at the time and their stated income and expenses indicated that they could afford the current monthly payment.

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<sup>4</sup> At this Court's hearing on October 9, 2013, Ms. Pfunder stated that she (though not Mr. Pfunder) was fully employed at the time of the initial modification request. Oct. 9 Hearing Tran. at 152:22.

18. Ms. Ortiz told the Debtors that Mr. and Ms. Pfunder could not afford the monthly payments of the Forbearance Plan. On June 19, 2009, GMACM employees spoke to Ms. Ortiz and explained (i) the basis for the Forbearance Plan, (ii) the reason for its payment amount, and (iii) that if Mr. and Ms. Pfunder could not afford the payment, then they should consider selling the property. On July 23, 2009, Ms. Ortiz was advised that GMACM still required a Profit and Loss Statement for Mr. and Ms. Pfunder. The Profit and Loss Statement was received on July 23, 2009; however, the Statement was not properly completed and was not useable for review. *Id.* at 22-23.

19. On October 27, 2009, Mr. and Ms. Pfunder were offered a Traditional Modification. The modification gave Mr. and Ms. Pfunder's loan a step-rate interest rate which adjusted on December 1, 2009 to a 3.125% interest rate, on December 1, 2013 to a 4.125% interest rate, and on December 1, 2014 to 5% interest rate. The loan would be a fixed interest rate loan once the loan reached 5% interest on December 1, 2014, which reflected an interest rate 3.5% lower than the 8.5% interest rate at origination. Although the Traditional Modification only reduced Mr. and Ms. Pfunder's monthly payments by a few dollars, it provided a significant benefit to them.<sup>5</sup> GMACM mailed the documents to Mr. and Ms. Pfunder on November 9, 2009, and the documents, along with a Contribution,<sup>6</sup> were to be returned by Mr. and Ms. Pfunder by

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<sup>5</sup> Mr. and Ms. Pfunder's 2004 loan was a "payment option adjustable rate mortgage," which allowed them to pay less than the total interest owed on their mortgage each month by adding the remaining interest to the principal balance of the mortgage. The Traditional Modification offered by the Debtors brought the loan to a fixed rate (once the step rate was completed) and lowered the monthly payment to the same amount as Mr. and Ms. Pfunder had been paying each month, such that additional interest would no longer be added to the unpaid principal balance of their mortgage each month.

<sup>6</sup> As used herein, the term "Contribution" refers to money that must be paid by a Borrower to finalize a loan modification. As a servicer, the Debtors typically require payment of a Contribution at the time the executed loan modification documents are delivered to the mortgage company. The Debtors may apply a Contribution, for example, toward either the first payment due on the loan after the modification takes effect, the principal balance of the loan, or fees that could not be capped under the loan modification.

November 17, 2009. As of January 14, 2010, the documents had not been returned to GMACM and, as a result, the permanent loan modification was denied.

20. Mr. and Ms. Pfunder's account was again reviewed and another Traditional Modification was offered on January 26, 2010. The modification would have reduced Mr. and Ms. Pfunder's 8.5% interest rate mortgage to a step-rate interest rate which adjusted on April 1, 2010 to 3% interest, on April 1, 2014 to 4% interest, and on April 1, 2015 to 5% interest. Although this proposed modification did not substantially reduce Mr. and Ms. Pfunder's monthly payments, the modification brought the account current as the loan was due for payment from November 2009 through March 2010 as of the date the modification was to become effective. The modification was ultimately denied on April 12, 2010 because Mr. and Ms. Pfunder did not return the executed loan modification documents to the Debtors. *Id.* at 25-27. The Debtors subsequently re-reviewed Mr. and Ms. Pfunder's account and, on August 19, 2010, denied the requested loan modification because Mr. and Ms. Pfunder's income was insufficient to support the mortgage based on the modification programs available at time of review. *Id.* at 29-31.

21. The Debtors attempted to assist Mr. and Ms. Pfunder with their loan modification requests; however, the parties were unable to reach a resolution due to Mr. and Ms. Pfunder either not accepting, not being able to afford, or not qualifying for the terms of the loan modification. Based on the Debtors' review of their books and records, the Debtors do not have any liability with respect to the Pfunder Claim because the Debtors assert that they complied with the appropriate guidelines and policies governing the loan modification process at all times and acted promptly and in good faith with respect to Mr. and Ms. Pfunder's loan modification requests.

**CONCLUSION**

22. Accordingly, based upon the Debtors' review, the Bejarano Claim and the Pfunder Claim should be disallowed and expunged.

Dated: October 29, 2013

/s/ Deanna Horst  
Deanna Horst  
Chief Claims Officer for Residential Capital,  
LLC

**Exhibit A**

**Bejarano Loan Modification Documents (POC #604)**

**Homecomings Financial**

A GMAC Company

3/23/2009

RON R BEJARANO  
7810 W. 70TH DR  
ARVADA CO 80004

Re: Loan Number [REDACTED]

Property 7810 W. 70TH DR  
ARVADA CO 80004

Dear RON R BEJARANO:

This Repayment Agreement, ('Agreement'), Made 3/23/2009, (the 'Effective Date'), between RON R BEJARANO and Homecomings Financial, LLC, ('Lender') and amends and supplements (1) the Mortgage, Deed of Trust to Secure Debt, (the 'Security Instrument'), dated 11/03/05 and (2) the promissory note ('Note') bearing the same date as , and secured by, the Security Instrument which covers the real and personal property described in the Security Instrument.

Borrower acknowledges that Lender is the legal holder and owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the 'Lender' as defined in this Agreement.

In consideration for the mutual promises and agreements exchanged, the parties hereto agree as follows, (notwithstanding anything to the contrary in the Note or Security Instrument):

1. Payments must be received on or before the due date of Agreement or this Agreement will be null and void.
2. All payments must be mailed to:

Homecomings Financial, LLC  
Attn: Payment Processing Center  
3451 Hammond Avenue  
Waterloo, IA 50702

3. There presently remains an outstanding indebtedness to the Lender pursuant to a note (the 'Note') and mortgage (the 'Mortgage') or equivalent Security Instrument executed on 11/03/05 in the original principal amount of \$412,000.00.

4. Lender has instituted foreclosure proceedings against the property securing the indebtedness which will continue to be in full force and effect until the default described herein are cured except as otherwise provided in this agreement.

5. Lender agrees to suspend foreclosure activity on the delinquent account provided that you execute and return this Agreement and the initial payment toward the delinquency in the amount of \$2665 no later than 03/27/09.

We will require you to make 3 payments at a modified payment amount. At the conclusion of the scheduled payments below, we will review your situation to determine the best option for resolving the remaining delinquency. Your payments are due and payable as follows:

Date	Amount:
03/27/09	\$ 2665
04/27/09	\$ 2665
05/27/09	\$ 2665

All payments remitted under this trial plan must be in the form of certified funds (cashier's check, money order, or Western Union Quick Collect)

6. If a notice of a new or subsequent Bankruptcy is filed during the payments, this Agreement will automatically be voided.

7. We will honor the Agreement if all of the described conditions and requirements are met. If at any time you fail to comply with any of the above-described conditions and requirements, this Agreement will be considered null and void and will resume foreclosure.

Please sign and return this Agreement by 03/27/09.

If the Agreement is cancelled, terminated, or rescinded for any reason, funds remitted will not be refunded and the Loan Modification will not be processed. Any funds received will be applied to the loan.

It is expressly understood and agreed that the default is not cured or waived by acceptance of any monies paid hereunder.

If you should have any questions, please contact me at 1-800-799-9250.

Loan Modification Department

Ron R Bejarano  
RON R BEJARANO

3-25-09  
Date

\_\_\_\_\_  
Date

Upon receipt of the trial plan, we will also execute indicate our concurrence with this agreement.





December 2, 2009

**GMAC Mortgage**

RON R BEJARANO  
KAREN BEJARANO  
7810 W. 70TH DR  
ARVADA, CO 80004

Re: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR  
ARVADA, CO 80004

Dear RON R BEJARANO and KAREN BEJARANO

**Congratulations! Your request for a loan modification has been approved subject to the following:**

- Receipt of your contribution in the form of certified funds
- Receipt of the signed and notarized loan modification agreement and any attachments
- Receipt of clear title, if applicable

**We understand that you filed for bankruptcy and have received a discharge under Chapter 7 of the United States Bankruptcy Code. You are not personally obligated to repay the mortgage loan referenced above and we are not attempting to collect any debt from you. Signing the Modification Agreement will not make you personally liable for the mortgage loan, however, it will enable us to accept and apply voluntary payments which are different from what was required under your Note prior to discharge in bankruptcy. GMAC Mortgage, LLC will continue to retain its lien on the above-referenced property, along with all rights to enforce such lien against the property. Your payments pursuant to the Modification Agreement will reduce the amount of the lien.**

Highlights of the enclosed Loan Modification Agreement and instructions for completing and returning it are as follows:

- The voluntary contribution amount of \$2,650.00 in the form of certified funds is due in our office by January 1, 2010.
  - The interest rate is 3.5000%.
  - The modified unpaid principal balance will be \$479,518.17.
  - The account will be brought current with the first modified payment beginning February 1, 2010
- |                        |                   |
|------------------------|-------------------|
| Principal and Interest | \$2,347.55        |
| Escrow                 | \$321.36          |
| <b>Total Payment</b>   | <b>\$2,668.91</b> |

The escrow payment of \$321.36 is subject to be adjusted annually

Do NOT sign the enclosed Loan Modification Agreement unless you are in the presence of a notary. This document must be signed in the presence of a notary and (if applicable) other witnesses. All of the documents must be executed and the signatures must be exactly as the names are typed.

- The signed and notarized Loan Modification Agreement should be returned using the enclosed pre-paid overnight envelope.
- If any modification closing costs are more than projected, the difference will be assessed to the account.
- All miscellaneous fees and costs – excluding late charges – may not have been included in the loan modification and will remain outstanding.

The contribution and executed loan modification documents are due back by January 1, 2010. Please return to:

GMAC Mortgage, LLC  
Attn: Loan Modification  
3451 Hammond Avenue

Waterloo, IA 50702

IMPORTANT! The loan modification will not be complete until we receive all properly executed documents and the contribution amount. If the modification is not completed we will continue to enforce our lien. If the conditions outlined above are not satisfied the modification will be withdrawn.

If you have any questions regarding this modification offer, please contact a modification specialist directly at 1-800-799-9250 Monday – Thursday 8:00 AM to 7:00 PM, Friday 8:00 AM to 5:00 PM, Central Time.

Loan Modification Specialist  
Enclosures



Record & Return To:  
GMAC Mortgage, LLC  
Attention: Loss Mitigation  
3451 Hammond Avenue  
Waterloo, IA 50702

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[Space Above This Line For Recorder's Use]

## FIXED RATE LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this January 1, 2010 ("Effective Date") between RON R BEJARANO and KAREN BEJARANO ("Borrower") and GMAC Mortgage, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated November 3, 2005 in the original principal sum of Four Hundred Twelve Thousand Dollars And No Cents (\$412,000.00) executed by Borrower, except that since Borrower has received a chapter 7 bankruptcy discharge, this Agreement will not create personal liability under the Note. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded in the real property records of JEFFERSON County, Colorado. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 7810 W. 70TH DR, ARVADA, CO, 80004, which real property is more particularly described as follows:

### (Legal Description – Attach as Exhibit if Recording Agreement)

Borrower acknowledges that Lender is the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Borrower understands that Borrower is not personally obligated to repay the mortgage loan and that GMAC Mortgage, LLC is not attempting to collect any debt from Borrower. Signing this Agreement will not make Borrower personally liable for the mortgage loan. Borrower understands that GMAC Mortgage, LLC will continue to retain its lien on the Property, along with all rights to enforce such lien against the Property. Whether Borrower chooses to make voluntary payments in the amount of the original monthly payment as set forth in the Note or the modified monthly payments as set forth in this Agreement, such payments will reduce the amount of the lien.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is Four Hundred Seventy Nine Thousand Five Hundred Eighteen Dollars And Seventeen Cents (\$479,518.17).

2. Interest will be charged on the unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at the rate of 3.5000% per year from January 1, 2010 to December 1, 2013 ("Year 1"). Beginning January 1, 2014 to December 1, 2014, Borrower will pay interest at the rate of 4.5000% per year. Beginning January 1, 2015 to November 1, 2035, Borrower will pay interest at the rate of 4.7500% per year.

3. Borrower promises to make monthly principal and interest payments of \$2,347.55, beginning on February 1, 2010 to January 1, 2014, and continuing thereafter on the same day of each succeed month during Year1. Borrower promises to make monthly principal and interest payments of \$2,578.68 beginning on February 1, 2014 to January 1, 2015 and continuing thereafter on the same day of each month during Year2. Borrower promises to make monthly principal and interest payments of \$2,636.09, beginning on February 1, 2015 to December 1, 2035 and continuing thereafter on the same day of each month. If on December 1, 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.

4. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, Borrower will pay a late charge to Lender. The amount of the charge will be the late charge percentage provided for in the Note multiplied by the overdue payment of principal and interest required under this Agreement. This late charge is due promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

5. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend, rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

6. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without "Lender's" prior written consent, Lender may, at its option, accelerate the balance due and exercise its rights to enforce the Security Instrument. However, this option shall not be exercised by "Lender" if such exercise is prohibited by applicable law. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

7. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, except that since Borrower has received a chapter 7 bankruptcy discharge, this Agreement will not create personal liability under the Note. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument. **Notwithstanding the foregoing, Lender cannot enforce the debt against Borrower personally and Lender's only remedy upon default is to enforce the lien against the Property.**

8. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement. EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

\_\_\_\_\_  
RON R BEJARANO

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
KAREN BEJARANO

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print



**BORROWER ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_, personally appeared RON R BEJARANO and KAREN BEJARANO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

GMAC Mortgage, LLC

By: \_\_\_\_\_  
Limited Signing Officer

**LENDER ACKNOWLEDGMENT**

State of IOWA  
County of BLACKHAWK

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared KRIS M. CAYA, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Limited Signing Officer of GMAC Mortgage, LLC and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_





## **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

02/17/10

RON R BEJARANO

7810 W. 70TH DR

ARVADA CO 80004

RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR

ARVADA CO80004

Dear RON R BEJARANO

In connection with your request for a Loan Modification, we regret to inform you that your request has been denied for the following reason(s):

[] The financial information provided shows you have insufficient income to support your request. We recommend you consider selling your property. If the value of your property has declined and would not result in a full payoff of the mortgage please contact our office when an offer is received so we can review for a possible short sale.

[] The financial information provided shows that your income is sufficient to cover your existing mortgage obligation; therefore, we are unable to modify your existing obligation.

[] While you do not have sufficient income to support all of your monthly expenses; however, some of your expenses could be reduced. We recommend you contact your other creditors to lower their monthly payments before workout solutions can be considered on your mortgage.

[] We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

[] Denied by Investor

Account Number [REDACTED]  
Page Two

☐ The payment we received does not represent the correct amount as specified in the agreement.

☐ The required payment was not received by the payment due date as specified in the agreement.

☐ We have not received the signed agreement.

☐ We have not received the required contribution.

☐ We have been unable to clear/resolve outstanding title issues in order to meet recording requirements.

☒ Document/contribution not received

☐

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency or HOPE HOTLINE at 1-888-995-HOPE to discuss your needs.

We will continue to work with you to explore other options that may be available for your circumstances. If you have any questions regarding the above decision, please contact our office at 800-850-4622, between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Loss Mitigation Department  
Loan Servicing

5:31



12/6/2010



RON R BEJARANO  
KAREN BEJARANO  
7810 W. 70TH DR  
ARVADA CO 80004

Re: Account Number 7440453140  
Property 7810 W. 70TH DR  
ARVADA CO 80004

Dear RON R BEJARANO KAREN BEJARANO

**Congratulations! Your request for a loan modification has been approved subject to the following:**

- Receipt of your contribution in the form of certified funds
- Receipt of the signed and (if applicable) notarized and/or witnessed loan modification agreement and any attachments
- Receipt of clear title, if applicable

Highlights of the enclosed Loan Modification Agreement and instructions for completing and returning it are as follows:

- The contribution amount of \$ .00 in the form of certified funds is due in our office by December 13, 2010.
- The interest rate is 3.25000%.
- This modification incorporates a principal deferment of \$132,104.06 that will result in a principal payment that will be due when the term of your loan expires December 1, 2035 ( Maturity Date ).
- This modification incorporates a principal forgiveness of 0.00 and interest forgiveness of \$0.00 by which your unpaid principal balance will be reduced. **This may result a tax consequence to you and we encourage you to contact a tax professional to discuss any questions you may have.**
- The first modified payment begins January 1, 2011.
- **Modified payment amount**

Principal and Interest	1,777.72
Escrow	\$470.26
<b>Total Payment</b>	<b>\$2,247.98</b>
- If the Modification Agreement has notary provisions at the end:
  - Do NOT sign the enclosed Loan Modification Agreement unless you are in the presence of a notary.
  - This document must be signed in the presence of a notary and (if applicable) other witnesses.
- If executing an ink signature (paper), all of the documents must be executed and the signatures must be exactly as the names are typed. The signed and (if applicable) notarized Loan Modification Agreement should be returned using the enclosed pre-paid overnight envelope.
- If any modification closing costs are more than projected, the difference will be assessed to the account.
- All miscellaneous fees and costs – excluding late charges – may not have been included in the loan modification and will remain outstanding.
- For loans with mortgage insurance, the mortgage insurance premium may be subject to change following permanent modification. Any change would be proportionate to the modified loan amount, including any deferred balance, and would be reflected in a future escrow analysis following permanent modification.

The contribution and executed loan modification documents are due back by December 13, 2010. Please return to:

GMAC Mortgage, LLC  
3700 J Street SW  
Suite 222  
Cedar Rapids, IA 52404

IMPORTANT! The loan modification will not be complete until we receive all properly executed documents and the contribution amount. If the modification is not completed we will continue to enforce our lien. If the conditions outlined above are not satisfied the modification will be withdrawn.

If you have any questions regarding this modification offer, please contact a modification specialist directly at (800) 850-4622 Monday – Thursday 8:00 AM to 7:00 PM, Friday 8:00 AM to 5:00 PM, Central Time.

Loan Modification Specialist  
Enclosures

**NOTICE:** Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

If you are currently involved in a bankruptcy proceeding or if you have been discharged of your personal liability for the repayment of this debt, this notice is being provided for informational purposes only, it is not an attempt to hold you personally responsible for the debt and any rights we may choose to pursue will be exercised against the property only.

Record & Return To:  
GMAC Mortgage, LLC  
Attention: Loss Mitigation  
3451 Hammond Avenue  
Waterloo, IA 50702  
Investor Number:10124792  
Custodian ID: RW1

-----[Space Above This Line For Recorder's Use]-----

## **NON-HAMP LOAN MODIFICATION AGREEMENT (Balloon Disclosure Attached)**

Loan Modification Agreement ("Agreement") made this December 1, 2010 ("Effective Date") between RON R BEJARANO KAREN BEJARANO ("Borrower") and GMAC Mortgage, LLC, Lender\Servicer or Agent for Lender\Servicer, Mortgage Electronic Registration Systems, Inc. (Mortgagee) amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated November 3, 2005 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P. O. Box 2026, Flint, Michigan 48501-2026, (888)-679-MERS and if applicable, recorded on with Instrument Number in Book and/or Page Number of the real property records of JEFFERSON County, CO and (2) that certain promissory note ("Note") dated November 3, 2005 in the original principal sum of Four Hundred Twelve Thousand Dollars and No Cents (\$ 412,000.00) executed by Borrower. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 7810 W. 70TH DR ARVADA CO 80004, which real property is more particularly described as follows:

( Legal Description if Applicable for Recording Only )

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent\servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$364,799.96. This represents a reduction in my old principal balance (the balance due prior to the date of this loan modification) by \$132,104.06 (Total Deferred + Forgiven Principal) of which 0.00 is being forgiven in full and \$132,104.06 is being deferred (the "Deferred Principal Balance") until the Term of my loan expires (the Maturity Date), or when I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due, and the Lender will be under no obligation to refinance my loan. Until I am required to payoff the Deferred Principal Balance, I will not be required to pay interest or make monthly payments on the deferred amount.
2. The Maturity Date is December 1, 2035.
3. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument
4. Interest will be charged on the unpaid, non-deferred, "New Principal Balance" until the non-deferred principal has been paid in full. Borrower promises to pay interest at the rate of 3.25000% from December 1, 2010 until I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due. If Step Rate: The rate of interest I pay will change based upon Payment Schedule below.
5. Borrower promises to make monthly principal and interest payments of \$1,777.72, beginning on January 1, 2011, and continuing thereafter on the same day of each succeeding month, according to the Payment Schedule below until all principal and interest is paid in full.

**PAYMENT SCHEDULE**

If Step Rate:

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Payment Ends on
3.25000%	December 1, 2010	\$ 1,777.72	\$ 470.26, adjusts annually after year 1	\$ 2,247.98, adjusts annually after year 1	January 1, 2011	December 1, 2015
4.25000%	December 1, 2015	\$ 1,940.84	Adjusts Annually	Adjusts Annually	January 1, 2016	December 1, 2016
4.37500%	December 1, 2016	\$ 1,960.91	Adjusts Annually	Adjusts Annually	January 1, 2017	December 1, 2035

6. If on December 1, 2035 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, including any "Deferred Principal Balance " as provided for in this Agreement, Borrower will pay these amounts in full on that date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, Iowa, 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.
7. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided by law. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.
8. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the



Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

9. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.
10. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
11. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

\_\_\_\_\_  
Date      RON R BEJARANO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date      KAREN BEJARANO

\_\_\_\_\_  
Date

**BORROWER ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_, personally appeared RON R BEJARANO KAREN BEJARANO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

GMAC Mortgage, LLC

By: \_\_\_\_\_  
Mortgage Electronic Registration Systems, Inc  
nominee for Lender only present if mortgage in name of MERS

Date: \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

State of IOWA  
County of

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Limited Signing Officer of GMAC Mortgage, LLC and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Date: 12/6/2010

Loan# 7440453140

Borrower's Name: RON R BEJARANO  
KAREN BEJARANO

Lender's Name and Address: GMAC Mortgage, LLC  
3451 Hammond Avenue  
Waterloo, IA 50702

**IMPORTANT INFORMATION ABOUT**  
**YOUR LOAN MODIFICATION WHICH FEATURE A BALLOON PAYMENT**  
Please Read Carefully

This disclosure describes the features of your loan modification.

**How Is Your Interest Rate and Initial Payment Determined?**

- According to your mortgage payment calculated for long-term affordability, your modified loan will now be a balloon mortgage.
- The amount of the initial monthly payment on your modified loan will be based on three factors:
  - (1) the interest rate reflected in the agreement;
  - (2) the current balance of the loan; and
  - (3) the remaining term \ amortization period of the loan.

Your new monthly payment of principal and interest will be calculated based on a remaining Term of 300 months. Although your new payment will be sufficient enough to substantially pay down your loan balance, a balloon payment in the amount of \$132,104.06 will be due when the term of your loan expires or when you pay off the modified loan, which will be when you sell or transfer an interest in your house, refinance the loan, or when the last scheduled payment is due, and the Lender will be under no obligation to refinance your loan.

**How Your Monthly Payment Can Change- Balloon Payment**

- You will be notified in writing at least 90 but not more than 120 days before the date the balloon payment is due. This notice will be mailed to you at the most current mailing address you supply and will contain information about the amount of the balloon payment, the date it is due and the telephone number of the Lender's representative (or loan servicer's representative) available to answer questions you may have about the notice.

THE MODIFIED TERM OF THE LOAN IS 300 MONTHS AS A RESULT, YOU WILL BE REQUIRED TO PAY THE ENTIRE REMAINING UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST OWING WHEN THE TERM OF YOUR LOAN EXPIRES, OR WHEN YOU PAY OFF THE MODIFIED LOAN, WHICH WILL BE WHEN YOU SELL OR TRANSFER AN INTEREST IN YOUR HOUSE, REFINANCE THE LOAN, OR WHEN THE LAST SCHEDULED PAYMENT IS DUE.

THE LENDER HAS NO OBLIGATION TO REFINANCE THIS LOAN AT THE END OF ITS TERM. THEREFORE, YOU MAY BE REQUIRED TO REPAY THE LOAN OUT OF ASSETS YOU OWN OR YOU MAY HAVE TO FIND ANOTHER LENDER WILLING TO REFINANCE THE LOAN.

ASSUMING THIS LENDER OR ANOTHER LENDER REFINANCES THE LOAN AT MATURITY, YOU WILL PROBABLY BE CHARGED INTEREST AT MARKET RATES PREVAILING AT THAT TIME AND SUCH RATES MAY BE HIGHER THAN THE INTEREST RATE PAID ON THIS LOAN. YOU MAY ALSO HAVE TO PAY SOME OF ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW MORTGAGE LOAN.

#### Example of Balloon Payment

- The payment amount due at loan maturity can change substantially based upon amount of the loan, interest rate, and any principal payments you choose to make before loan maturity, among other factors.

Unpaid Loan Balance at Time of Modification	\$100,000
Loan Balance That Does Not Accrue Interest (Amount Forborne)	\$25,000
Loan Balance That Does Accrue Interest	\$75,000
Interest Rate	7.7500%
Deferred Principal Balance Due at Maturity	\$25,000

In the example above, the outstanding loan balance of \$25,000 would be due and payable at maturity.

***This summary is intended for reference purposes only.*** Important information relating specifically to your loan modification will be contained in the loan modification documents, which alone will establish your rights and obligations under the loan modification plan. This disclosure does not address any other payments that may be required under the terms of your loan, for example, monthly escrow payments

THE PURPOSE OF THIS DISCLOSURE IS TO PROVIDE VARIOUS DETAILS ON THE TYPE OF LOAN MODIFICATION FOR WHICH YOU HAVE EXPRESSED INTEREST. THE DISCLOSURE DOES NOT CONSTITUTE A COMMITMENT ON THE PART OF THE LENDER TO MODIFY YOUR LOAN.

Receipt of a copy of this Disclosure is hereby acknowledged.

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Date

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RON R BEJARANO

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Date

---

Date

---

KAREN BEJARANO

---

Date



## **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

01/04/11

RON R BEJARANO

7810 W. 70TH DR

ARVADA CO 80004

RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR

ARVADA CO 80004

Dear RON R BEJARANO

In connection with your request for a loan modification, we regret to inform you that your request has been denied for the following reason(s):

[] The financial information provided shows you have insufficient income to support your request. We recommend you consider selling your property. If the value of your property has declined and would not result in a full payoff of the mortgage please contact our office when an offer is received so we can review for a possible short sale.

[] The financial information provided shows that your income is sufficient to cover your existing mortgage obligation; therefore, we are unable to modify your existing obligation.

[] While you do not have sufficient income to support all of your monthly expenses, some of your expenses could be reduced. We recommend you contact your other creditors to lower their monthly payments before workout solutions can be considered on your mortgage.

[] We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

[] We service your loan on behalf of an investor or group of investors that has not given us authority to modify your loan under the program requested.



01/04/11

Account Number [REDACTED]

Page Two

☐ The payment we received does not represent the correct amount as specified in the agreement.

☐ The required payment was not received by the payment due date as specified in the agreement.

☒ We have not received the properly signed and executed agreement.

☐ You did not meet the requirement (s) for the Home Affordable Unemployment Program.

☐ We have been unable to clear/resolve outstanding title issues in order to meet recording requirements.

☐

☐

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency to discuss your needs. You can also call the HOPE hotline number (888-995-HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

We will continue to work with you to explore other options that may be available for your circumstances. If you have any questions regarding the above decision, please contact our office at 800-850-4622, between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Loss Mitigation Department  
Loan Servicing

01/04/11

Account Number [REDACTED]

Page Three

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

**Notice Regarding Bankruptcy:** If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally.

**Residents of North Carolina:** If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks, website, [www.nccob.gov](http://www.nccob.gov).

**Residents of New York:** If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the New York State Banking Department at 1-877-226-5697 or [www.banking.state.ny.us](http://www.banking.state.ny.us).

#### Disclosure of the Use of Information Obtained From an Outside Source

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,

Address: P.O. Box 740241, Atlanta, GA 30374-0241

Telephone number: 800-685-1111 [www.equifax.com](http://www.equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC

Creditor's address: PO Box 780 Waterloo IA 50704-0780

Creditor's telephone number: 800-766-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission,

5:90



APR/27/2011/WED 08:09 AM

FAX No.

P. 001



Real People. Real Possibilities.™

FACSIMILE TRANSMITTAL SHEET

TO: *GMAC Mortgage* FROM: *Ronnie Bejarano*

COMPANY: *Attn: Gregory Heiler* DATE: *4/27/2011*

FAX NUMBER: *866-715-3836* TOTAL NO. OF PAGES, INCLUDING COVER: *31*

PHONE NUMBER: SENDER'S REFERENCE NUMBER: *Bernie 720-898-2243*

RE: *Loan Information* YOUR REFERENCE NUMBER: *Guaranty Bank*

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

*Faxing documents for our customer  
per their request — Ronnie & Karen  
Bejarano*

Form <b>4506T-EZ</b> Short Form Request for Individual Tax Return Transcript		OMB No. 1545-2154
Department of the Treasury Internal Revenue Service		
Request may not be processed if the form is incomplete or illegible.		
Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.		
1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return	
Ronnie R. Beyarano	[REDACTED]	
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number if joint tax return	
Karen R. Beyarano	[REDACTED]	
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code		
7810 W 10th Dr Annapolis MD 20604		
4 Previous address shown on the last return filed if different from line 3		
5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.		
Third party name		Telephone number
GMAC Mortgage		888-850-4622
Address (including apt., room, or suite no.), city, state, and ZIP code		
Attn: Loss Mitigation, 233 Gibralter Rd, Suite 600, Horsham, PA 19044		
6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.		
2008 2009		
Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.		
Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.		
Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a. If the request applies to a joint return, either husband or wife must sign.		
Note. This form must be received within 60 days of signature date.		
Sign Here	Signature (see instructions)	Date
	[Signature]	4-21-2011
	Spouse's signature	Date
	[Signature]	4-21-2011
For Privacy Act and Paperwork Reduction Act Notice, see page 2.		Cat. No. 541858 Form 4506T-EZ (10-2009)

Account Number

In making this request for consideration to review my loan terms I/We certify under penalty of perjury:

- 1 That all of the information in this document is truthful and the event(s) identified is/are the reason that I/we need to request a modification of the terms of my/our mortgage loan, short sale or deed-in-lieu of foreclosure.
- 2 I/we understand that the Servicer, the U.S. Department of the Treasury, or its agents may investigate the accuracy of my/our statements and/or may require me/us to provide supporting documentation. I/we also understand that knowingly submitting false information may violate Federal law.
- 3 I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
- 4 I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my/our home.
- 5 I/we understand any fee to validate the value of the property will be assessed to the account.
- 6 I/we have not received a condemnation notice; and there has been no change in the ownership of the Property since I/we signed the documents for the mortgage that I/we want to modify.
- 7 I/we certify that I/we will obtain credit counseling if it is determined that my/our financial hardship is related to excessive debt. For purposes of the Making Home Affordable program, "excessive debt" means that my/our debt-to-income ratio after the modification would be greater than or equal to 55%.
- 8 I/we are willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
- 9 I/we understand that the Servicer will use the information in this document to evaluate my/our eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me/us assistance based solely on the statements in this document.
- 10 I/we agree that any prior waiver as to payment of escrow items in connection with my/our loan has been revoked.
- 11 I/we agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on the loan.
- 12 I/we understand that the Servicer will collect and record personal information, including, but not limited to, my/our name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I/we understand and consent to the disclosure of my/our personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or exercises my/our first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD certified housing counselor.
- 13 I/we agree that to be considered for the Making Home Affordable program all required documentation must be received no later than 7 business days prior to the scheduled foreclosure sale date. If the property is in the state of Florida, a complete package must be received 30 business days prior to the scheduled foreclosure sale date.
- 14 I/we understand the Servicer will not refer the account to foreclosure or conduct the foreclosure sale if already referred, while it is being reviewed for the Making Home Affordable program unless required by your investor. The review will not begin until all required documentation is received.
- 15 ☒ My/Our property is owner occupied; I/we intend to reside in this property for the next twelve months.  
☐ My/Our property is not owner occupied.

Borrower Signature

Date

Co-Borrower Signature

Date



Please be aware we will not be able to process your request until all parts of the application have been completed and all supporting documentation has been supplied.

If you have questions about this document or the modification process, please call us at the phone number listed on your monthly account statement. If you need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

1-888-995-HOPE™  
Homeowner's HOPE Hotline

#### NOTICE TO BORROWERS

Be advised that you are signing the following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

By signing the enclosed documents you certify, represent and agree that:  
"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sig tarp.gov. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



**Dodd-Frank Certification**

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information. The law provides that no person shall be eligible to receive assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.

**BORROWER**

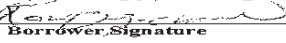
☒ I have not been  
☐ I have been

**CO-BORROWER**

☐ I have not been  
☐ I have been

convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:  
(a) felony larceny, theft, fraud or forgery  
(b) money laundering or  
(c) tax evasion

In making this certification, I/we certify under penalty of perjury that all of the information in this document is truthful and that I/we understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

  
Borrower Signature

10-21-2011  
Date

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

**FINANCIAL ANALYSIS FORM**  
(Continued)

Account Number [REDACTED]

1 - Monthly Household Income		2 - Monthly Household Expenses/Debt		3 - Household Assets	
Gross Salary/Wages	\$ 2158.00	First Mortgage Payment	\$ 2116.00	Checking Account(s) Balance	\$ 5000.00
Overtime	\$	Second Mortgage Payment/Lease/Rent	\$	Checking Account(s) Balance	\$
Child Support/Alimony*	\$	Insurance - hazard, wind, flood, etc. (If not escrowed and included in your current mortgage payment)	\$	Savings/Money Market	\$ .00
Social Security/SSDI	\$ 1447.00	Property Taxes (If not escrowed and included in your current mortgage payment)	\$	CDs	\$ .00
Other monthly income from pensions, annuities or retirement plans	\$	Credit Cards/Installment Loan(s) (total minimum payment per month)	\$ 20.00	Stocks/Bonds	\$ .00
Tips, commissions, bonus and self-employed income	\$	Alimony, child support payments	\$	Other Cash on Hand	\$ .00
Rents Received	\$	Health Insurance	\$	Other Real Estate (estimated value)	\$ .00
Unemployment Income	\$	HOA/Condo Fees/Property Maintenance	\$	Other	\$
Food Stamps/Welfare	\$	Car Payments	\$ 173.00		
Other (Investment income, royalties, interest, dividends, etc.)	\$ 250.00	Medical Expenses	\$		
		Child Care	\$	Do not include the value of life insurance or retirement plans when calculating assets (401k, pension funds, annuities, IRAs, Keogh plans, etc.)	
		Student Loans/Personal Loans	\$		
		Auto Expenses/Gasoline/Insurance	\$ 150.00		
		Food/Household Supplies	\$ 460.00		
		Water/Sewer/Utilities/Phone(s)/Cable	\$ 250.00		
		Other	\$		
<b>Total (Gross Income)</b>	<b>\$ 3605.00</b>	<b>Total Debt/Expenses</b>	<b>\$ 2909.00</b>	<b>Total Assets</b>	<b>\$ 5000.00</b>

**ALL INCOME MUST BE DOCUMENTED**  
\*Include combined income and expenses from the borrower and co-borrower(s) if any. If you include income and expenses from a household member who is not a borrower, please specify using a separate page if necessary. You are not required to disclose Child Support, Alimony or Separation Maintenance income unless you choose to have it considered by your service.  
If additional space is needed, please include an additional page.

**HARDSHIP AFFIDAVIT**

I am having difficulty making my monthly payment because of financial difficulties created by (Please check all that apply):

<input type="checkbox"/> Illness of Borrower	<input type="checkbox"/> Excessive Financial Obligations (Examples may be large medical bills, credit card debt, or college tuition payments)	<input type="checkbox"/> Military Service	<input checked="" type="checkbox"/> Payment Adjustment
<input type="checkbox"/> Illness of Family Member	<input checked="" type="checkbox"/> Property Problem (Anything that may be defective about the property such as a costly repair that needs to be made)	<input type="checkbox"/> Unemployment	<input type="checkbox"/> Ownership Transfer is Pending (If the home is in the process of being sold)
<input type="checkbox"/> Death of Family Member	<input type="checkbox"/> Inability to Sell Property	<input type="checkbox"/> Business Failure (Examples would be loss of business income)	<input type="checkbox"/> Tenant not Paying
<input type="checkbox"/> Marital Difficulties (Examples include going through a legal separation or filing for divorce)	<input type="checkbox"/> Inability to Rent Property	<input type="checkbox"/> Bankruptcy Filed	<input type="checkbox"/> Incarceration (Sentenced to a city, county, state, or federal jail)
<input type="checkbox"/> Other	<input type="checkbox"/> Casualty Loss (Unexpected event such as hurricane, flood, or earthquake that damages the property)		

Explanation (Required): As a result of the financial difficulties created by the borrower's illness, the borrower is unable to make the monthly payment. The borrower is requesting a payment adjustment for the next 6 months.

If additional space is needed for Explanation, please include an additional page.



FINANCIAL ANALYSIS FORM

Account Number [REDACTED]

BORROWER		CO-BORROWER	
Borrower's Name <u>Rennie Desjardins</u>		Co-Borrower's Name	
Social Security Number [REDACTED]	Date of Birth <u>7-8-1943</u>	Social Security Number	Date of Birth
Home Phone Number With Area Code <u>354-646-339</u>		Home Phone Number With Area Code	
Cell or Work Number With Area Code <u>720-</u>		Cell or Work Number With Area Code	
Email Address		Email Address	
Mailing Address <u>7810 W 70th Ave Arvada CO 80004</u>			
Property Address (If Same As Mailing Address, Write Same) <u>Same</u>			
I want to: <input checked="" type="checkbox"/> Keep the Property <input type="checkbox"/> Sell the Property		The property is my: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Second Home <input type="checkbox"/> Investment	
The property is: <input checked="" type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter occupied <input type="checkbox"/> Vacant If Owner Occupied, include a recent utility bill in your name at the property address.			
If Renter Occupied, include a copy of the current lease agreement.			
Is the property listed for sale? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Have you contacted a credit-counseling agency for help? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
For Sale by Owner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, please complete counselor contact information below.	
Agent's Name:		Counselor's Name:	
Agent's Phone Number:		Counselor's Phone Number:	
Date of offer: Amount of Offer \$:		Counselor's Email:	
Who pays the Real Estate Tax bill on your property? <u>owner</u>		Who pays the hazard insurance policy for your property?	
Are the taxes current? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Is the policy current? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Condominium or HOA Fee <input type="checkbox"/> Yes \$ <u>250</u>			
Paid to:			
Number of People in the Household <u>3</u>			
Have you filed for bankruptcy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: <u>5-2007</u>			
Has your bankruptcy been discharged? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Bankruptcy Case Number			
If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their telephone numbers.			
Lien Holder's Name/Service		Contact Number Loan Number	

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

BORROWER		CO-BORROWER	
Ethnicity:	<input checked="" type="checkbox"/> I do not wish to furnish this information <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity:	<input type="checkbox"/> I do not wish to furnish this information <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male	Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male

**THIRD PARTY AUTHORIZATION and AGREEMENT TO RELEASE**

(Please complete and return if you ONLY want us to speak with your Real Estate Agent, or any other designated third party on your behalf.)

Account Number: [REDACTED]  
Property Address: 7810 W 70th Ave

Name: Ronnie R. Bejarano  
Avondale CO 80004



Before you sign this authorization, please be aware that...

- There is never a fee to get assistance or information about the Making Home Affordable program from your lender or a HUD-approved housing counselor.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house.
- Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- ONLY use HUD certified counseling agencies: Call 1.800.CALL.FHA to find a HUD-certified housing counseling agency.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

I/we do hereby authorize (my lender/mortgage servicer) to release or otherwise provide to:

Nathan Mudd

of

Helmpless Smith & Wilson LLP

in his/her capacity as

Name  
A. Helmpless  
Relationship (if applicable)

Company Name  
203-4124-4486  
Phone Number

public and non public personal financial information contained in my loan account which may include, but is not limited to, loan balances, final payoff statement, loan payment history, payment activity, and/or property information.

We, the lender/mortgage servicer, will take reasonable steps to verify the identity of the 3rd party authorized above, but will have no responsibility or liability to verify the true identity of the requestor when he/she asks to discuss my account or seeks information about my account. Nor shall we, the lender/mortgage servicer, have any responsibility or liability for what the requestor may do with the information he/she obtains concerning my account.

I/we do hereby indemnify and forever hold harmless the lender/mortgage servicer, from all actions and causes of actions, suits, claims, attorney fees, or demands against the lender/servicer which I/we and/or my heirs may have resulting from the lender/mortgage servicer discussing my loan account and/or providing any information concerning the loan account to the above named requestor or person identifying themselves to be that requestor.

If you agree to this Authorization and the terms of the Release as stated above, please sign, date, and return with the Financial Analysis form

NOTE: No information concerning your account will be provided until we have received this executed document. The authorization needs to be in the name of an individual (not a company) and a form needs to be completed for each authorized individual. All parties on the Mortgage must sign.

Ronnie Bejarano  
Borrower Printed Name

Ronnie Bejarano  
Borrower Signature

4-21-2011  
Date

Co-Borrower Printed Name

Co-Borrower Signature

Date



DIRECT INQUIRIES TO:

P.O. BOX 5847  
Denver CO 80217  
303-793-5500 Denver Metro  
870-454-4220 Northern Colorado  
877-609-5500 Toll Free

STATEMENT OF ACCOUNT

MEMBER FDIC

Page: 1

RONNIE R BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Account Number: [REDACTED]  
Statement Date: 1/18/11  
Checks/Items Enclosed: 3

I

Effective December 31, 2010 through December 31, 2012

Funds transferred from a noninterest-bearing transaction account to an interest-bearing deposit account will not be eligible for unlimited FDIC deposit insurance coverage. Funds in an interest-bearing deposit account are insured up to at least \$250,000 under FDIC deposit insurance rules.

THANK YOU FOR BANKING WITH US. WE APPRECIATE YOUR BUSINESS.

STATEMENT SUMMARY

CHECKING

7,377.93

50 & BETTER FREE INT CHKG		RONNIE R BEJARANO		Acct
	Beginning Balance	12/16/10	8,162.71	
	Deposits / Misc Credits	3	1,406.06	
	Withdrawals / Misc Debits	25	2,190.84	
**	Ending Balance	1/18/11	7,377.93	**
	Service Charge		.00	
	Interest Paid Thru	1/18/11	.68	
	Interest Paid Year To Date		.68	
	Annual Percentage Yield Earned		.10%	
	Number of Days for A.P.Y.E.		34	
	Average Balance for A.P.Y.E.		7,251.40	
	Average Collected Balance		7,251	
	Minimum Balance		6,247	
	Enclosures		3	

CREDITS

Date	Deposits	Withdrawals	Activity Description
1/12	1,373.00		DEPOSIT
1/18	.68		INTEREST EARNED

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
12/17		70.00	HSBC CARD SRVCS/Online Pmt 000000577927091

DIRECT INQUIRIES TO:

P.O. BOX 5847  
Denver CO 80217  
303 298 5500 Denver Metro  
970-454-4220 Northern Colorado  
877-609-5500 Toll Free

STATEMENT OF ACCOUNT

MEMBER FDIC

Page: 1

RONNIE R BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Account Number: [REDACTED]  
Statement Date: 2/14/13  
Checks/Items Enclosed: 2

1

Effective December 31, 2010 through December 31, 2012

Funds transferred from a noninterest-bearing transaction account to an interest-bearing deposit account will not be eligible for unlimited FDIC deposit insurance coverage. Funds in an interest-bearing deposit account are insured up to at least \$250,000 under FDIC deposit insurance rules.

THANK YOU FOR BANKING WITH US. WE APPRECIATE YOUR BUSINESS.

STATEMENT SUMMARY

CHECKING

7,011.49

50 & BETTER FREE INT CHKG

RONNIE R BEJARANO

Beginning Balance	1/19/11	7,377.93	
Deposits / Misc Credits	2	1,373.50	
Withdrawals / Misc Debits	29	1,739.94	
** Ending Balance	2/14/11	7,011.49	**
Service Charge		.00	
Interest Paid Thru	2/14/11	.50	
Interest Paid Year To Date		1.18	
Annual Percentage Yield Earned		.10%	
Number of Days for A.P.Y.E.		27	
Average Balance for A.P.Y.E.		6,781.49	
Average Collected Balance		6,781	
Minimum Balance		5,701	
Enclosures		2	

CREDITS

Date	Deposits	Withdrawals	Activity Description
2/08	1,373.00		DEPOSIT
2/14	.50		INTEREST EARNED

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
1/24		112.00	DIRECTV/DIRECTV 1371900

DIRECT INQUIRIES TO:

P.O. BOX 5847  
Denver CO 80217  
303-293-5500 Denver Metro  
970-464-4220 Northern Colorado  
877-609-5500 Toll Free

MEMBER FDIC

STATEMENT OF ACCOUNT

Page: 1

RONNIE R BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Account Number: [REDACTED]  
Statement Date: 3/15/11  
Checks/Items Enclosed: 1

I

Effective December 31, 2010 through December 31, 2012

Funds transferred from a noninterest-bearing transaction account to an interest-bearing deposit account will not be eligible for unlimited FDIC deposit insurance coverage. Funds in an interest-bearing deposit account are insured up to at least \$250,000 under FDIC deposit insurance rules.

THANK YOU FOR BANKING WITH US. WE APPRECIATE YOUR BUSINESS.

STATEMENT SUMMARY

CHECKING

7,061.95

50 & BETTER FREE INT CHKG

RONNIE R BEJARANO

Acct

Beginning Balance	2/15/11	7,011.49	
Deposits / Misc Credits	4	2,998.24	
Withdrawals / Misc Debits	18	2,947.78	
Ending Balance	3/15/11	7,061.95	**
Service Charge		.00	
Interest Paid Thru	3/15/11	.49	
Interest Paid Year To Date		1.67	
Annual Percentage Yield Earned		.10%	
Number of Days for A.P.Y.E.		29	
Average Balance For A.P.Y.E.		6,188.22	
Average Collected Balance		6,188	
Minimum Balance		4,660	
Enclosures		1	

CREDITS

Date	Deposits	Withdrawals	Activity Description
3/10	1,397.85		DEPOSIT
3/15	.49		INTEREST EARNED

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
2/17		70.00	HSBC CARD SRVCS/Online Pmt 000000577927093



DIRECT INQUIRIES TO:

P.O. BOX 5847  
Denver CO 80217  
303 293 6600 Denver Metro  
970-454-4220 Northern Colorado  
877-609-5500 Toll Free

MEMBER FDIC

STATEMENT OF ACCOUNT

Page: 1

KAREN BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Account Number: [REDACTED]  
Statement Date: 4/20/11  
Checks/Items Enclosed: 0

L

Effective December 31, 2010 through December 31, 2012

Funds transferred from a noninterest-bearing transaction account to an interest-bearing deposit account will not be eligible for unlimited FDIC deposit insurance coverage. Funds in an interest-bearing deposit account are insured up to at least \$250,000 under FDIC deposit insurance rules.

THANK YOU FOR BANKING WITH US. WE APPRECIATE YOUR BUSINESS.

STATEMENT SUMMARY

CHECKING

2,691.52

SENIOR BASIC

KAREN BEJARANO

Acct [REDACTED]

Beginning Balance	3/21/11	4,961.41	
Deposits / Misc Credits	2	1,494.00	
Withdrawals / Misc Debits	45	3,763.89	
Ending Balance	4/20/11	2,691.52	**
Service Charge		.00	
Average Balance		2,653	
Average Collected Balance		2,605	
Minimum Balance		1.878	

CREDITS

Date	Deposits	Withdrawals	Activity Description
4/06	1,475.00		DEPOSIT

ATM/DEBIT CARD TRANSACTIONS

Date	Deposits	Withdrawals	Location
3/21		35.15	POS PURCHASE SAFEWAY STORE 1998 ARVADA CO 0000019980051 *****6088 03/18 18:57
3/21		149.00	POS PURCHASE TRAVELZOO LOCAL DEALS 888-6360894 NY 0000000079937 *****6088 03/18 19:05

DIRECT INQUIRIES TO:

P.O. BOX 5847  
Denver CO 80217  
303-293-6600 Denver Metro  
870-454-4220 Northern Colorado  
877-609-5500 Toll Free

STATEMENT OF ACCOUNT

MEMBER FDIC

KAREN BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Page: 1

Account Number: [REDACTED]  
Statement Date: 3/18/11  
Checks/Items Enclosed: 0

L

Effective December 31, 2010 through December 31, 2012

Funds transferred from a noninterest-bearing transaction account to an interest-bearing deposit account will not be eligible for unlimited FDIC deposit insurance coverage. Funds in an interest-bearing deposit account are insured up to at least \$250,000 under FDIC deposit insurance rules.

THANK YOU FOR BANKING WITH US. WE APPRECIATE YOUR BUSINESS.

STATEMENT SUMMARY

CHECKING

4,961.41

SENIOR BASIC

KAREN BEJARANO

Acct [REDACTED]

Beginning Balance	2/18/11	2,026.45	
Deposits / Misc Credits	4	6,899.00	
Withdrawals / Misc Debits	20	3,964.04	
Ending Balance	3/20/11	4,961.41	**
Service Charge		.00	
Average Balance		1,691	
Average Collected Balance		1,643	
Minimum Balance		237	

CREDITS

Date	Deposits	Withdrawals	Activity Description
2/28	700.00		Internet Transfer From [REDACTED]
3/03	1,025.00		DEPOSIT
3/10	450.00		DEPOSIT
3/18	4,724.00		US TREASURY 220/TAX REFUND BEJARANO, RONNIE R & K

ATM/DEBIT CARD TRANSACTIONS

Date	Deposits	Withdrawals	Location
2/18		38.00	POS PURCHASE SUNFLOWER FARMERS M ARVADA CO 000001 ****6088 02/16 00:31



DIRECT INQUIRIES TO:

P.O. BOX 5847  
Denver CO 80217  
303-293-5500 Denver Metro  
970-454-4220 Northern Colorado  
877-609-5500 Toll Free

STATEMENT OF ACCOUNT

MEMBER FDIC

Page: 1

KAREN BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Account Number: [REDACTED]  
Statement Date: 2/17/11  
Checks/Items Enclosed: 0

L

Effective December 31, 2010 through December 31, 2012

Funds transferred from a noninterest-bearing transaction account to an interest-bearing deposit account will not be eligible for unlimited FDIC deposit insurance coverage. Funds in an interest-bearing deposit account are insured up to at least \$250,000 under FDIC deposit insurance rules.

THANK YOU FOR BANKING WITH US. WE APPRECIATE YOUR BUSINESS.

STATEMENT SUMMARY

CHECKING

2,026.45

SENIOR BASIC

KAREN BEJARANO

Acct [REDACTED]

Beginning Balance	1/24/11	67.32	
Deposits / Misc Credits	6	3,252.45	
Withdrawals / Misc Debits	20	1,293.32	
** Ending Balance	2/17/11	2,026.45	**
Service Charge		.00	
Average Balance		1,310	
Average Collected Balance		1,232	
Minimum Balance		26	

CREDITS

Date	Deposits	Withdrawals	Activity Description
1/31	50.00		Internet Transfer From [REDACTED]
2/01	1,376.53		DEPOSIT
2/07	450.00		CO DEPT REVENUE/TAX REFUND
2/07	1,092.00		1116911BEJARANO RONNIE
2/16	118.00		DEPOSIT

ATM/DEBIT CARD TRANSACTIONS

Date	Deposits	Withdrawals	Location
1/24		5.71	POS PURCHASE MCDONALD'S F2580 ARVADA CO 000001 *****4741 01/21 04:42

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303-293-5500 Denver Metro  
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STATEMENT OF ACCOUNT

MEMBER FDIC

KAREN BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Page: 1

Account Number: [REDACTED]  
Statement Date: 12/21/11  
Checks/Items Enclosed: 0

L

Effective December 31, 2010 through December 31, 2012

Funds transferred from a noninterest-bearing transaction account to an interest-bearing deposit account will not be eligible for unlimited FDIC deposit insurance coverage. Funds in an interest-bearing deposit account are insured up to at least \$250,000 under FDIC deposit insurance rules.

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STATEMENT SUMMARY

CHECKING

67.32

SENIOR BASIC

KAREN BEJARANO

Acct [REDACTED]

Beginning Balance	12/21/10	656.91
Deposits / Misc Credits	1	100.00
Withdrawals / Misc Debits	20	689.29
** Ending Balance	1/23/11	67.32
Service Charge		.00
Average Balance		208
Average Collected Balance		208
Minimum Balance		10

CREDITS

Date	Deposits	Withdrawals	Activity Description
1/20	100.00		Internet Transfer From [REDACTED]

ATM/DEBIT CARD TRANSACTIONS

Date	Deposits	Withdrawals	Location
12/21		50.00	POS PURCHASE GROUPOIN INC. 877-7887858 IL 0000050005085 *****4741 12/20 00:00
12/22		9.99	POS PURCHASE IDENTITY GUARD 800-214-4791 VA 00000IND500 *****4741 12/21 17:26

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Denver CO 80217  
303-293-5500 Denver Metro  
970-454-4220 Northern Colorado  
877-609-5500 Toll Free

STATEMENT OF ACCOUNT

MEMBER FDIC

KAREN BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Page: 1

Account Number: [REDACTED]  
Statement Date: 12/20/10  
Checks/Items Enclosed: 0

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STATEMENT SUMMARY

CHECKING

656.91

SENIOR BASIC

KAREN BEJARANO

Acct [REDACTED]

Beginning Balance	11/22/10	345.54	
Deposits / Misc Credits	6	2,669.22	
Withdrawals / Misc Debits	28	2,357.85	
** Ending Balance	12/20/10	656.91	**
Service Charge		.00	
Average Balance		272	
Average Collected Balance		266	
Minimum Balance		68	

CREDITS

Date	Deposits	Withdrawals	Activity Description
11/26	500.00		Internet Transfer From [REDACTED]
11/29	65.00		DEPOSIT
12/06	1,475.00		DEPOSIT
12/16	600.00		Internet Transfer From [REDACTED]

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
12/01		86.00	KMART/PURCHASE Check Number: 1254 ARVA CO

DIRECT INQUIRIES TO:

P.O. BOX 5847  
Denver CO 80217  
303-293-8888 Denver Metro  
970-454-4220 Northern Colorado  
877-609-5500 Toll Free

STATEMENT OF ACCOUNT

MEMBER FDIC

KAREN BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Page: 1

Account Number: [REDACTED]  
Statement Date: 12/31/10  
Checks/Items Enclosed: 0

QE

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VISIT YOUR NEIGHBORHOOD GUARANTY BANK IF WE CAN  
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VISIT US ONLINE AT WWW.GUARANTYBANKCO.COM

STATEMENT SUMMARY

SAVINGS

29.12

SAVINGS

KAREN BEJARANO

Acct [REDACTED]

Beginning Balance	12/01/10	86.11	
Deposits / Misc Credits	2	546.01	
Withdrawals / Misc Debits	2	600.00	
** Ending Balance	12/31/10	29.12	**
Service Charge		3.00	
Interest Paid		.01	
Interest Paid Year To Date		.24	
Annual Percentage Yield Earned		.16%	
Number of Days for A.P.Y.E.		31	
Average Balance for A.P.Y.E.		75.85	
Minimum Balance		32	

MISCELLANEOUS DEBITS & CREDITS

Date	Activity Description	Deposits	Withdrawals	Balance
12/15	US TREASURY 303/SOC SEC	546.00		632.11
12/16	KAREN L BEJARANO			
12/16	Internet Transfer To [REDACTED]		600.00	32.11
12/31	INTEREST EARNED	.01		32.12
12/31	SC Balance Requirement Fee		3.00	29.12

DIRECT INQUIRIES TO:

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Denver CO 80217  
303-293-5500 Denver Metro  
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STATEMENT OF ACCOUNT

MEMBER FDIC

KAREN BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Page: 1

Account Number: [REDACTED]  
Statement Date: 1/31/11  
Checks/Items Enclosed: 0

QE

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STATEMENT SUMMARY

SAVINGS

422.16

SAVINGS

KAREN BEJARANO

Acct [REDACTED]

Beginning Balance	1/01/11	29.12	
Deposits / Misc Credits	2	546.04	
Withdrawals / Misc Debits	3	153.00	
** Ending Balance	1/31/11	422.16	**
Service Charge		3.00	
Interest Paid		.04	
Interest Paid Year To Date		.04	
Annual Percentage Yield Earned		.22%	
Number of Days for A.P.Y.E.		31	
Average Balance for A.P.Y.E.		217.77	
Minimum Balance		29	

MISCELLANEOUS DEBITS & CREDITS

Date	Activity Description	Deposits	Withdrawals	Balance
1/19	US TREASURY 303/SOC SEC	546.00		575.12
1/20	KAREN L BEJARANO			
1/20	Internet Transfer To [REDACTED]		100.00	475.12
1/31	Internet Transfer To [REDACTED]		50.00	425.12
1/31	INTEREST EARNED	.04		425.16
1/31	SC Balance Requirement Fee		3.00	422.16

DIRECT INQUIRIES TO:

P.O. BOX 5847  
Denver, CO 80217  
303-293-5500 Denver Metro  
970-454-4220 Northern Colorado  
877-609-5500 Toll Free

STATEMENT OF ACCOUNT

MEMBER FDIC

KAREN BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Page: 1

Account Number: [REDACTED]  
Statement Date: 2/28/11  
Checks/Items Enclosed: 0

QE

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VISIT US ONLINE AT WWW.GUARANTYBANKCO.COM

STATEMENT SUMMARY

SAVINGS

268.26

SAVINGS

KAREN BEJARANO

Acct [REDACTED]

Beginning Balance	2/01/11	422.16	
Deposits / Misc Credits	2	546.10	
Withdrawals / Misc Debits	1	700.00	
** Ending Balance	2/28/11	268.26	**
Service Charge		.00	
Interest Paid		.10	
Interest Paid Year To Date		.14	
Annual Percentage Yield Earned		.20%	
Number of Days for A.P.Y.E.		28	
Average Balance for A.P.Y.E.		650.66	
Minimum Balance		268	

MISCELLANEOUS DEBITS & CREDITS

Date	Activity Description	Deposits	Withdrawals	Balance
2/16	US TREASURY 303/SOC SEC	546.00		969.16
2/28	KAREN L BEJARANO			
2/28	Internet Transfer To [REDACTED]		700.00	268.16
2/28	INTEREST EARNED	.10		268.26

DIRECT INQUIRIES TO:

P.O. BOX 5847  
Denver CO 80217  
303-283-5500 Denver Metro  
870-454-4220 Northern Colorado  
877-608-5500 Toll Free

STATEMENT OF ACCOUNT

MEMBER FDIC

KAREN BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Page: 1

Account Number: [REDACTED]  
Statement Date: 3/31/11  
Checks/Items Enclosed: 0  
OE

THANK YOU FOR BANKING WITH US. WE APPRECIATE YOUR BUSINESS.  
VISIT YOUR NEIGHBORHOOD GUARANTY BANK IF WE CAN  
ASSIST YOU WITH ANY OF YOUR FINANCIAL NEEDS.  
VISIT US ONLINE AT WWW.GUARANTYBANKCO.COM  
STATEMENT SUMMARY

SAVINGS

829.36

SAVINGS

KAREN BEJARANO

Acct [REDACTED]

Beginning Balance	3/01/11	268.26	
Deposits / Misc Credits	3	561.10	
Withdrawals / Misc Debits	0	.00	
** Ending Balance	3/31/11	829.36	**
Service Charge		.00	
Interest Paid		.10	
Interest Paid Year To Date		.24	
Annual Percentage Yield Earned		.21%	
Number of Days for A.P.Y.E.		31	
Average Balance for A.P.Y.E.		565.07	
Minimum Balance		283	

MISCELLANEOUS DEBITS & CREDITS

Date	Activity Description	Deposits	Withdrawals	Balance
3/01	US TREASURY 303/SOC SEC KAREN L BEJARANO	15.00		283.26
3/16	US TREASURY 303/SOC SEC KAREN L BEJARANO	546.00		829.26
3/31	INTEREST EARNED	.10		829.36

**Form 1040** Department of the Treasury - Internal Revenue Service **U.S. Individual Income Tax Return 2010** (99) IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2010, or other tax year beginning 2010, ending 20

**Name, Address, and SSN**  
 Your first name and initial: **Ronnie R** Last name: **Bejarano**  
 If a joint return, spouse's first name and initial: **Karen L** Last name: **Bejarano**  
 Home address (number and street). If you have a P.O. box, see instructions. Apt. no.:  
**7910 W 70th Dr**  
 City, town or post office, state, and ZIP code. If you have a foreign address, see instructions.  
**Arvada, CO 80004**

**OMB No. 1545-0074**  
 Your social security number: **[REDACTED]**  
 Spouse's social security number: **[REDACTED]**  
 Make sure the SSN(s) above and on line 6c are correct.  
 Checking a box below will not change your tax or refund.

**Presidential Election Campaign** Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see instructions) ☐ You ☐ Spouse

**Filing Status**  
 Check only one box.  
 1 ☐ Single  
 2 ☒ Married filing jointly (even if only one had income)  
 3 ☐ Married filing separately. Enter spouse's SSN above and full name here.  
 4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here.  
 5 ☐ Qualifying widow(er) with dependent child

**Exemptions**  
 6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a.  
 b ☒ Spouse  
 c Dependents:  
 (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) X if child under age 17 qualifying for child tax credit (see instr.)  
**Kyler Bejarano** **[REDACTED]** **Grandchild** ☒  
**Nathan Bejarano** **[REDACTED]** **Grandchild** ☒  
**Devlon Peterson** **[REDACTED]** **Grandchild** ☒  
 Boxes checked on 6a and 6b: **2**  
 No. of children on 6c who: **3**  
 \* lived with you  
 \* did not live with you due to divorce or separation (see instructions): **0**  
 Dependents on 6c not entered above: **0**  
 Add numbers on lines above: **5**

**Income**  
 Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.  
 If you did not get a W-2, see instructions.

**ROLLOVER**  
 Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	32,727.
8a	Taxable interest. Attach Schedule B if required	8a	13.
9a	Tax-exempt interest. Do not include on line 8a	9a	
10	Ordinary dividends. Attach Schedule B if required	10	1,569.
11	Qualified dividends	11	
12	Taxable refunds, credits, or offsets of state and local income taxes	12	
13	Alimony received	13	
14	Business income or (loss). Attach Schedule C or C-EZ	14	176.
15a	Other gains or (losses). Attach Form 4797	15a	
15b	IRA distributions	15b	2,000.
16a	Pensions and annuities	16a	-419.
16b	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	16b	
17	Farm income or (loss). Attach Schedule F	17	
18	Unemployment compensation	18	7,335.
19	Social security benefits	19	15,826.
20a	Other income. List type and amount	20a	
20b	Add the amounts in the far right column for lines 7 through 21. This is your total income	20b	59,227.
21	Educator expenses	21	
22	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	22	
23	Health savings account deduction. Attach Form 8889	23	
24	Moving expenses. Attach Form 3903	24	
25	One-half of self-employment tax. Attach Schedule SE	25	
26	Self-employed SEP, SIMPLE, and qualified plans	26	
27	Self-employed health insurance deduction	27	
28	Penalty on early withdrawal of savings	28	
29	Alimony paid b Recipient's SSN	29	
30	IRA deduction	30	
31a	Student loan interest deduction	31a	
31b	Tuition and fees. Attach Form 8817	31b	
32	Domestic production activities deduction. Attach Form 8803	32	
33	Add lines 23 through 31a and 32 through 35	33	
34	Subtract line 36 from line 22. This is your adjusted gross income	34	0.
35		35	
36		36	
37		37	59,227.

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.  
 UYA Form 1040 (2010)



Form 1040 (2010) <b>Ronnie R and Karen L. Bejarano</b>		Page <b>2</b>
<b>Tax and Credits</b>	<b>38</b> Amount from line 37 (adjusted gross income) <b>59,227.</b>	<b>38</b> <b>59,227.</b>
<b>39a</b> Check <input checked="" type="checkbox"/> You were born before January 2, 1948. <input type="checkbox"/> Blind. <input type="checkbox"/> Total boxes checked <b>1</b>		
<b>b</b> If your spouse itemizes on a separate return or you were a dual-status alien, see instr. and check here <input type="checkbox"/> <b>39b</b>		
<b>40</b> Itemized deductions (from Schedule A) or your standard deduction (see instructions) <b>25,628.</b>	<b>40</b> <b>25,628.</b>	
<b>41</b> Subtract line 40 from line 38 <b>33,599.</b>	<b>41</b> <b>33,599.</b>	
<b>42</b> Exemptions. Multiply \$3,650 by the number on line 6d <b>18,250.</b>	<b>42</b> <b>18,250.</b>	
<b>43</b> Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- <b>15,349.</b>	<b>43</b> <b>15,349.</b>	
<b>44</b> Alternative minimum tax (see instructions). Attach Form 6251 <b>1,533.</b>	<b>44</b> <b>1,533.</b>	
<b>45</b> Add lines 44 and 43 <b>1,533.</b>	<b>45</b> <b>1,533.</b>	
<b>46</b> Foreign tax credit. Attach Form 1116 if required <b>1,533.</b>	<b>46</b> <b>1,533.</b>	
<b>47</b> Credit for child and dependent care expenses. Attach Form 2441 <b>48</b>	<b>47</b>	
<b>48</b> Education credits from Form 8863, line 23 <b>49</b>	<b>48</b>	
<b>49</b> Retirement savings contributions credit. Attach Form 8880 <b>50</b>	<b>49</b>	
<b>50</b> Child tax credit (see instructions) <b>51</b> <b>1,533.</b>	<b>50</b>	
<b>51</b> Residential energy credits. Attach Form 5695 <b>52</b>	<b>51</b>	
<b>52</b> Other credits from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/> <b>53</b>	<b>52</b>	
<b>53</b> Add lines 47 through 53. These are your total credits <b>54</b> <b>1,533.</b>	<b>53</b>	
<b>54</b> Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- <b>55</b> <b>0.</b>	<b>54</b>	
<b>Other Taxes</b>	<b>56</b> Self-employment tax. Attach Schedule SE <b>56</b>	
<b>57</b> Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919 <b>57</b>	<b>57</b>	
<b>58</b> Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5320 if required <b>58</b>	<b>58</b>	
<b>59</b> a <input type="checkbox"/> Form W-2, box 9 b <input type="checkbox"/> Schedule H c <input type="checkbox"/> Form 5405, line 16 <b>59</b>	<b>59</b>	
<b>60</b> Add lines 55 through 59. This is your total tax <b>60</b> <b>0.</b>	<b>60</b>	
<b>Payments</b>	<b>61</b> Federal income tax withheld from Forms W-2 and 1099 <b>61</b> <b>2,497.</b>	
<b>62</b> 2010 estimated tax payments and amount applied from 2009 return <b>62</b>	<b>62</b>	
<b>63</b> Making work pay credit. Attach Schedule M <b>63</b> <b>800.</b>	<b>63</b>	
<b>64a</b> Earned income credit (EIC) <b>64a</b>	<b>64a</b>	
<b>b</b> Nontaxable combat pay election <b>64b</b>	<b>64b</b>	
<b>65</b> Additional child tax credit. Attach Form 8812 <b>65</b> <b>1,467.</b>	<b>65</b>	
<b>66</b> American opportunity credit from Form 8863, line 14 <b>66</b>	<b>66</b>	
<b>67</b> First-time homebuyer credit from Form 5405, line 10 <b>67</b>	<b>67</b>	
<b>68</b> Amount paid with request for extension to file <b>68</b>	<b>68</b>	
<b>69</b> Excess social security and tier 1 RRTA tax withheld <b>69</b>	<b>69</b>	
<b>70</b> Credit for federal tax on fuels. Attach Form 4136 <b>70</b>	<b>70</b>	
<b>71</b> Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> 8839 c <input type="checkbox"/> 8801 d <input type="checkbox"/> 8885 <b>71</b>	<b>71</b>	
<b>72</b> Add lines 61, 62, 63, 64a, and 65 through 71. These are your total payments <b>72</b> <b>4,764.</b>	<b>72</b>	
<b>Refund</b>	<b>73</b> If line 72 is more than line 60, subtract line 60 from line 72. This is the amount you overpaid <b>73</b> <b>4,764.</b>	
<b>74a</b> Amount of line 73 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/> <b>74a</b> <b>4,764.</b>	<b>74a</b>	
<b>74</b> Routing number <b>102000385</b> <b>74</b>	<b>74</b>	
<b>75</b> Account number <b>5000039506</b> <b>75</b>	<b>75</b>	
<b>76</b> Amount of line 73 you want applied to your 2011 estimated tax <b>76</b>	<b>76</b>	
<b>Amount You Owe</b>	<b>77</b> Amount you owe. Subtract line 72 from line 60. For details on how to pay, see instructions <b>77</b> <b>0.</b>	
<b>77</b> Estimated tax penalty (see instructions) <b>77</b>	<b>77</b>	
<b>Third Party Designee</b>	Do you want to allow another person to discuss this return with the IRS (see instructions)? <input type="checkbox"/> Yes. Complete below. <input type="checkbox"/> No	
<b>Sign Here</b>	Designee's name _____ Phone no. _____ Personal identification number (PIN) _____	
<b>Joint return?</b>	Your signature _____ Date _____ Your occupation <b>Foreman/retired</b> Daytime phone number _____	
<b>Spouse's signature.</b>	Spouse's signature _____ Date _____ Spouse's occupation <b>Retired</b>	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name _____ Preparer's signature _____ Date _____ Check <input type="checkbox"/> if self-employed PTIN _____	
	Firm's name _____ Firm's EIN _____ Phone no. _____	
	Firm's address _____	

UYA

Form 1040 (2010)

SCHEDULE A (Form 1040)		Itemized Deductions		OMB No. 1545-0074 <b>2010</b> Attachment Sequence No. <b>07</b>	
Department of the Treasury Internal Revenue Service (99)		▶ Attach to Form 1040. ▶ See instructions for Schedules A (Form 1040).			
Name(s) shown on Form 1040: <b>Ronnie R and Karen L Bejarano</b>					
<b>Medical and Dental Expenses</b>	1	Caution: Do not include expenses reimbursed or paid by others.	1	2,374.	
	2	Medical and dental expenses (see instructions)	2	59,227.	
	3	Enter amount from Form 1040, line 38	3	4,442.	
	4	Multiply line 2 by 7.5% (.075)	4	0.	
<b>Taxes You Paid</b>	5	State and local (check only one box):	5	1,092.	
	a	<input checked="" type="checkbox"/> Income taxes, or	6	3,421.	
	b	<input type="checkbox"/> General sales taxes	7		
	6	Real estate taxes (see instructions)	8	366.	
	7	New motor vehicle taxes from line 11 of the worksheet in the instructions (for certain vehicles purchased in 2009). Skip this line if you checked box 5b.	9	4,879.	
	8	Other taxes. List type and amount ▶	10	4,330.	See Attached
	9	<b>Personal property tax</b>	11	7,000.	See Attached
	10	Add lines 5 through 8	12		
<b>Interest You Paid</b>	10	Home mortgage interest and points reported to you on Form 1098	13		
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ▶	14		
		<b>GMAC</b> 3451 Hammond Ave Waterloo, IA 50702 ID No. [REDACTED]	15		
	12	Points not reported to you on Form 1098. See instructions for special rules	16	11,330.	
	13	Mortgage insurance premiums (see instructions)	17		
	14	Investment interest. Attach Form 4952 if required. (See instructions.)	18		
	15	Add lines 10 through 14	19	155.	
<b>Gifts to Charity</b>	16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions.	20	9,264.	
	17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500.	21		
	18	Carryover from prior year	22		
	19	Add lines 16 through 18	23		
<b>Casualty and Theft Losses</b>	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)	24		
<b>Job Expenses and Certain Miscellaneous Deductions</b>	21	Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions) ▶	25		
	22	Tax preparation fees	26		
	23	Other expenses - investment, safe deposit box, etc. List type and amount ▶	27	0.	
	24	Add lines 21 through 23	28	0.	
	25	Enter amount from Form 1040, line 38	29	25,628.	
	26	Multiply line 25 by 2% (.02)	30		
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-			
<b>Other Miscellaneous Deductions</b>	28	Other - from list in the instr. List type and amount ▶			
<b>Total Itemized Deductions</b>	29	Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40			
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here <input type="checkbox"/>			

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UYA

Schedule A (Form 1040) 2010



Form **4684** **Casualties and Thefts** OMB No. 1545-0177  
**2010**  
 Department of the Treasury Internal Revenue Service  
 Name(s) shown on tax return: **KONNIE K and KAREN L DeJalano**  
**SECTION A - Personal Use Property** (Use this section to report casualties and thefts of property not used in a trade or business or for income-producing purposes.)  
 1 Description of properties (show type, location, and date acquired for each property). Use a separate line for each property lost or damaged from the same casualty or theft.  
 Property A **Theft**  
 Property B **bankruptcy**  
 Property C  
 Property D  

	Properties			
	A	B	C	D
2 Cost or other basis of each property	3,268.	3,451.		
3 Insurance or other reimbursement (whether or not you filed a claim) (see instructions). Note: If line 2 is more than line 3, skip line 4.				
4 Gain from casualty or theft. If line 3 is more than line 2, enter the difference here and skip lines 5 through 9 for that column. See instructions if line 3 includes insurance or other reimbursement you did not claim, or you received payment for your loss in a later tax year.				
5 Fair market value before casualty or theft	3,268.	3,451.		
6 Fair market value after casualty or theft				
7 Subtract line 6 from line 5	3,268.	3,451.		
8 Enter the smaller of line 2 or line 7	3,268.	3,451.		
9 Subtract line 3 from line 8. If zero or less, enter -0-	3,268.	3,451.	0.	0.
10 Casualty or theft loss. Add the amounts on line 9 in columns A through D			6,719.	
11 Enter the smaller of line 10 or \$100.			100.	
12 Subtract line 11 from line 10			6,619.	
13 Add the amounts on line 12 of all Forms 4684.			15,187.	
14 Add the amounts on line 4 of all Forms 4684.				
15 If line 14 is more than line 13, enter the difference here and on Schedule D. Do not complete the rest of this section (see instructions). If line 14 is less than line 13, enter -0- here and go to line 16. If line 14 is equal to line 13, enter -0- here. Do not complete the rest of this section.			0.	
16 If line 14 is less than line 13, enter the difference			15,187.	
17 Does the amount on line 12 include a loss from a disaster declared a federal disaster in tax years beginning after 2007 that occurred before 2010? <input type="checkbox"/> Yes. Enter the amount from line 3 of the Worksheet for Line 17. In the instructions. If you are filing Schedule A (Form 1040), go to line 18. Otherwise, enter this amount on Schedule L (Form 1040A or 1040). Do not complete the rest of Section A. Form 1040NR filers, see instructions. <input checked="" type="checkbox"/> No. Enter -0- and go to line 18.				
18 Subtract line 17 from line 16			15,187.	
19 Enter 10% of your adjusted gross income from Form 1040, line 38, or Form 1040NR, line 36. Estates and trusts, see instructions			5,923.	
20 Subtract line 19 from line 18. If zero or less, enter -0-			9,264.	
21 Add lines 17 and 20. Also enter the result on Schedule A (Form 1040), line 20, or Form 1040NR, Schedule A, line 8. Estates and trusts, enter the result on the "Other deductions" line of your tax return			9,264.	

 For Paperwork Reduction Act Notice, see instructions.  
 UYA Form **4684** (2010)

Form 4684 (2010) Attachment Sequence No. 26 Page 2

Name(s) shown on tax return. Do not enter name and identifying number if shown on page 1. **Ronnie R. and Karen T. Belasco** Identifying number **██████████**

**SECTION B - Business and Income-Producing Property**

**Part I Casualty or Theft Gain or Loss (Use a separate Part I for each casualty or theft.)**

22 Description of properties (show type, location, and date acquired for each property). Use a separate line for each property lost or damaged from the same casualty or theft.

Property A \_\_\_\_\_  
Property B \_\_\_\_\_  
Property C \_\_\_\_\_  
Property D \_\_\_\_\_

	Properties			
	A	B	C	D
23 Cost or adjusted basis of each property . . . . .	23			
24 Insurance or other reimbursement (whether or not you filed a claim). See the instructions for line 3. . . . .	24			
25 Note: If line 23 is more than line 24, skip line 25. Gain from casualty or theft. If line 24 is more than line 23, enter the difference here and on line 32 or line 37, column (c), except as provided in the instructions for line 35. Also, skip lines 26 through 30 for that column. See the instructions for line 4 if line 24 includes insurance or other reimbursement you did not claim, or you received payment for your loss in a later tax year. . . . .	25			
26 Fair market value before casualty or theft. . . . .	26			
27 Fair market value after casualty or theft. . . . .	27			
28 Subtract line 27 from line 26. . . . .	28			
29 Enter the smaller of line 23 or line 28. . . . .	29			
30 Note: If the property was totally destroyed by casualty or lost from theft, enter on line 29 the amount from line 23. Subtract line 24 from line 29. If zero or less, enter -0-. . . . .	30			
31 Casualty or theft loss. Add the amounts on line 30. Enter the total here and on line 32 or line 37 (see instructions). . . . .	31			

**Part II Summary of Gains and Losses (from separate Parts I)**

(a) Identify casualty or theft	(b) Losses from casualties or thefts	(c) Gains from casualties or thefts
	(i) Trade, business, rental or royalty property	(ii) Income-producing and employee property
<b>Casualty or Theft of Property Held One Year or Less</b>		
32 Totals. Add the amounts on line 31. . . . .	32	
33 Combine line 32, columns (b)(i) and (c). Enter the net gain or (loss) here and on Form 4797, line 14. If Form 4797 is not otherwise required, see instructions. . . . .	33	34
35 Enter the amount from line 33, column (b)(i) here. Individuals, enter the amount from income-producing property on Schedule A (Form 1040), line 28, or Form 1040NR, Schedule A, line 16, and enter the amount from property used as an employee on Schedule A (Form 1040), line 23, or Form 1040NR, Schedule A, line 11. Estates and trusts, partnerships, and S corporations, see instructions. . . . .		35
<b>Casualty or Theft of Property Held More Than One Year</b>		
36 Casualty or theft gains from Form 4797, line 32. . . . .	36	
37 Total losses. Add amounts on line 37, columns (b)(i) and (b)(ii). . . . .	37	
38 Total gains. Add lines 36 and 37, column (c). . . . .	38	39
39 Add amounts on line 38, columns (b)(i) and (b)(ii). . . . .		40
40 If the loss on line 40 is more than the gain on line 39:		
a Combine line 38, column (b)(i) and line 39, and enter the net gain or (loss) here. Partnerships (except electing large partnerships) and S corporations, see the note below. All others, enter this amount on Form 4797, line 14. If Form 4797 is not otherwise required, see instructions. . . . .		41a
b Enter the amount from line 38, column (b)(ii) here. Individuals, enter the amount from income-producing property on Schedule A (Form 1040), line 28, or Form 1040NR, Schedule A, line 16, and enter the amount from property used as an employee on Schedule A (Form 1040), line 23, or Form 1040NR, Schedule A, line 11. Estates and trusts, enter on the "Other deductions" line of your tax return. Partnerships (except electing large partnerships) and S corporations, see the note below. Electing large partnerships, enter on Form 1065-B, Part II, line 11. . . . .		41b
42 If the loss on line 40 is less than or equal to the gain on line 39, combine lines 39 and 40 and enter here. Partnerships (except electing large partnerships), see the note below. All others, enter this amount on Form 4797, line 3. . . . .		42

Note: Partnerships, enter the amount from line 41a or 41b on Form 1120S, Schedule K, line 10.  
S corporations, enter the amount from line 41a or 41b on Form 1120S, Schedule K, line 10.

UYA Form 4684 (2010)

Form **4684** **Casualties and Thefts** OMB No. 1545-0177  
 Department of the Treasury Internal Revenue Service **2010** Attention: Sequence No. 26  
 Name(s) shown on tax return: **Ronnie R. and Karen I. Bejarano** Identification number: **[REDACTED]**  
**SECTION A - Personal Use Property** (Use this section to report casualties and thefts of property not used in a trade or business or for income-producing purposes.)  
 1 Description of properties (show type, location, and date acquired for each property). Use a separate line for each property lost or damaged from the same casualty or theft.  
 Property A **Bankruptcy**  
 Property B **THEFT OF MONEY**  
 Property C  
 Property D  

		Properties			
		A	B	C	D
2	Cost or other basis of each property . . . . .	3,200.	3,268.		
3	Insurance or other reimbursement (whether or not you filed a claim) (see instructions) . . . . .				
<b>Note: If line 2 is more than line 3, skip line 4.</b>					
4	Gain from casualty or theft. If line 3 is more than line 2, enter the difference here and skip lines 5 through 9 for that column. See instructions. If line 3 includes insurance or other reimbursement you did not claim, or you received payment for your loss in a later tax year . . . . .				
5	Fair market value before casualty or theft . . . . .	3,200.	3,268.		
6	Fair market value after casualty or theft . . . . .				
7	Subtract line 6 from line 5 . . . . .	3,200.	3,268.		
8	Enter the smaller of line 2 or line 7 . . . . .	3,200.	3,268.		
9	Subtract line 3 from line 8. If zero or less, enter -0- . . . . .	3,200.	3,268.	0.	0.
10	Casualty or theft loss. Add the amounts on line 9 in columns A through D . . . . .				6,468.
11	Enter the smaller of line 10 or \$100 . . . . .				100.
12	Subtract line 11 from line 10 . . . . .				6,368.
<b>Caution: Use only one Form 4684 for lines 13 through 21.</b>					
13	Add the amounts on line 12 of all Forms 4684 . . . . .				
14	Add the amounts on line 4 of all Forms 4684 . . . . .				
15	• If line 14 is more than line 13, enter the difference here and on Schedule D. Do not complete the rest of this section (see instructions). • If line 14 is less than line 13, enter -0- here and go to line 16. • If line 14 is equal to line 13, enter -0- here. Do not complete the rest of this section. If line 14 is less than line 13, enter the difference . . . . .				
16	Does the amount on line 12 include a loss from a disaster declared a federal disaster in tax years beginning after 2007 that occurred before 2010? <input type="checkbox"/> Yes. Enter the amount from line 3 of the Worksheet for Line 17, in the instructions. If you are filing Schedule A (Form 1040), go to line 18. Otherwise, enter this amount on Schedule L (Form 1040A or 1040). Do not complete the rest of Section A. Form 1040NR filers, see instructions. <input type="checkbox"/> No. Enter -0- and go to line 18 . . . . .				
17	Subtract line 17 from line 16 . . . . .				
18	Enter 10% of your adjusted gross income from Form 1040, line 38, or Form 1040NR, line 36. Estates and trusts, see instructions . . . . .				
19	Subtract line 18 from line 17. If zero or less, enter -0- . . . . .				
20	Subtract line 19 from line 18. If zero or less, enter -0- . . . . .				
21	Add lines 17 and 20. Also enter the result on Schedule A (Form 1040), line 20, or Form 1040NR, Schedule A, line 8. Estates and trusts, enter the result on the "Other deductions" line of your tax return . . . . .				

Form <b>4684</b>		<b>Casualties and Thefts</b>		OMB No. 1545-0177 <b>2010</b> Attachment Sequence No. <b>26</b>	
Department of the Treasury Internal Revenue Service		See separate instructions. Attach to your tax return.			
Name(s) shown on tax return		Use a separate Form 4684 for each casualty or theft.		Identifying number	
Ronnie R and Karen L Dejarano					
<b>SECTION A - Personal Use Property</b> (Use this section to report casualties and thefts of property not used in a trade or business or for income-producing purposes.)					
1 Description of properties (show type, location, and date acquired for each property). Use a separate line for each property lost or damaged from the same casualty or theft.					
Property A <b>bad loan</b>					
Property B					
Property C					
Property D					
		<b>Properties</b>			
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
2	Cost or other basis of each property	2,300.			
3	Insurance or other reimbursement (whether or not you filed a claim) (see instructions)				
4	Gain from casualty or theft. If line 3 is more than line 2, enter the difference here and skip lines 5 through 9 for that column. See instructions if line 3 includes insurance or other reimbursement you did not claim, or you received payment for your loss in a later tax year				
5	Fair market value before casualty or theft	2,300.			
6	Fair market value after casualty or theft				
7	Subtract line 6 from line 5	2,300.			
8	Enter the smaller of line 2 or line 7	2,300.			
9	Subtract line 3 from line 8. If zero or less, enter -0-	0.		0.	0.
10	Casualty or theft loss. Add the amounts on line 9 in columns A through D			2,300.	
11	Enter the smaller of line 10 or \$100.			100.	
12	Subtract line 11 from line 10			2,200.	
Caution: Use only one Form 4684 for lines 13 through 21.					
13	Add the amounts on line 12 of all Forms 4684				
14	Add the amounts on line 4 of all Forms 4684				
15	<ul style="list-style-type: none"> <li>If line 14 is more than line 13, enter the difference here and on Schedule D. Do not complete the rest of this section (see instructions).</li> <li>If line 14 is less than line 13, enter -0- here and go to line 16.</li> <li>If line 14 is equal to line 13, enter -0- here. Do not complete the rest of this section.</li> </ul>				
16	If line 14 is less than line 13, enter the difference				
17	Does the amount on line 12 include a loss from a disaster declared a federal disaster in tax years beginning after 2007 that occurred before 2010?				
<input type="checkbox"/> Yes. Enter the amount from line 3 of the Worksheet for Line 17, in the instructions. If you are filing Schedule A (Form 1040), go to line 18. Otherwise, enter this amount on Schedule L (Form 1040A or 1040). Do not complete the rest of Section A. Form 1040NR filers, see instructions.					
<input type="checkbox"/> No. Enter -0- and go to line 18					
18	Subtract line 17 from line 16				
19	Enter 10% of your adjusted gross income from Form 1040, line 38, or Form 1040NR, line 36. Estates and trusts, see instructions				
20	Subtract line 19 from line 18. If zero or less, enter -0-				
21	Add lines 17 and 20. Also enter the result on Schedule A (Form 1040), line 20, or Form 1040NR, Schedule A, line 8. Estates and trusts, enter the result on the "Other deductions" line of your tax return				

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UVA

Form **4684** (2010)

Form <b>4797</b> Department of the Treasury Internal Revenue Service (99) Name(s) shown on return <b>Ronnie R and Karen L Bejarano</b>	<b>Sales of Business Property</b> (Also Involuntary Conversions and Recapture Amounts Under Sections 179 and 280F(b)(2)) ▶ Attach to your tax return. ▶ See separate instructions.	OMB No. 1545-0184 <b>2010</b> Attachment Sequence No. <b>27</b>					
1 Enter the gross proceeds from sales or exchanges reported to you for 2010 on Form(s) 1099-B or 1099-S (or substitute statement) that you are including on line 2, 10, or 20 (see instructions) <span style="float: right;">1</span>							
<b>Part I Sales or Exchanges of Property Used in a Trade or Business and Involuntary Conversions From Other Than Casualty or Theft - Most Property Held More Than 1 Year (see instructions)</b>							
2	(a) Description of property	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)	(d) Gross sales price	(e) Depreciation allowed or allowable since acquisition	(f) Cost or other basis, plus improvements and expense of sale	(g) Gain or (loss) Subtract (f) from the sum of (d) and (e)
3	Gain, if any, from Form 4684, line 42						3
4	Section 1231 gain from installment sales from Form 6252, line 28 or 37						4
5	Section 1231 gain or (loss) from like-kind exchanges from Form 8824						5
6	Gain, if any, from line 32, from other than casualty or theft						6
7	Combine lines 2 through 6. Enter the gain or (loss) here and on the appropriate line as follows:						7 0
<b>Partnerships (except electing large partnerships) and S corporations.</b> Report the gain or (loss) following the instructions for Form 1065, Schedule K, line 10, or Form 1120S, Schedule K, line 9. Skip lines 8, 9, 11, and 12 below.							
<b>Individuals, partners, S corporation shareholders, and all others.</b> If line 7 is zero or a loss, enter the amount from line 7 on line 11 below and skip lines 8 and 9. If line 7 is a gain and you did not have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain from line 7 as a long-term capital gain on the Schedule D filed with your return and skip lines 8, 9, 11, and 12 below.							
8	Nonrecaptured net section 1231 losses from prior years (see instructions)						8
9	Subtract line 8 from line 7. If zero or less, enter -0-. If line 9 is zero, enter the gain from line 7 on line 12 below. If line 9 is more than zero, enter the amount from line 8 on line 12 below and enter the gain from line 9 as a long-term capital gain on the Schedule D filed with your return (see instructions)						9 0
<b>Part II Ordinary Gains and Losses (see instructions)</b>							
10	Ordinary gains and losses not included on lines 11 through 16 (include property held 1 year or less):						
11	Loss, if any, from line 7						11
12	Gain, if any, from line 7 or amount from line 8, if applicable						12
13	Gain, if any, from line 31						13 176
14	Net gain or (loss) from Form 4684, lines 35 and 41a						14
15	Ordinary gain from installment sales from Form 6252, line 25 or 36						15
16	Ordinary gain or (loss) from like-kind exchanges from Form 8824						16
17	Combine lines 10 through 16						17 176
18	For all except individual returns, enter the amount from line 17 on the appropriate line of your return and skip lines a and b below. For individual returns, complete lines a and b below:						
a If the loss on line 11 includes a loss from Form 4684, line 35, column (b)(ii), enter that part of the loss here. Enter the part of the loss from income-producing property on Schedule A (Form 1040), line 28, and the part of the loss from property used as an employee on Schedule A (Form 1040), line 23. Identify as from "Form 4797, line 18a." See instructions						18a	0
b Redetermine the gain or (loss) on line 17 excluding the loss, if any, on line 18a. Enter here and on Form 1040, line 14						18b	176
For Paperwork Reduction Act Notice, see separate instructions. UYA							



Form 4797 (2010) **Ronnie R and Karen L Bejarano**

Page **2**

**Part III Gain From Disposition of Property Under Sections 1245, 1250, 1252, 1254, and 1255**  
(see instructions)

19 (a) Description of section 1245, 1250, 1252, 1254, or 1255 property:		(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)
<b>A 97 Dodge</b>		<b>11/01/2009</b>	<b>01/01/2010</b>
<b>B</b>			
<b>C</b>			
<b>D</b>			

These columns relate to the properties on lines 19A through 19D.		Property A	Property B	Property C	Property D
20	Gross sales price (Note: See line 1 before completing.)	500.			
21	Cost or other basis, plus expense of sale	1,750.			
22	Depreciation (or depletion) allowed or allowable	1,426.			
23	Adjusted basis. Subtract line 22 from line 21.	324.			
24	Total gain. Subtract line 23 from line 20.	176.			
<b>25 If section 1245 property:</b>					
a	Depreciation allowed or allowable from line 22	1,426.			
b	Enter the smaller of line 24 or 25a	176.			
<b>26 If section 1250 property:</b> If straight line depreciation was used, enter -0- on line 26g, except for a corporation subject to section 291.					
a	Additional depreciation after 1975 (see instructions)	26a			
b	Applicable percentage multiplied by the smaller of line 24 or line 26a (see instructions)	26b			
c	Subtract line 26a from line 24. If residential rental property or line 24 is not more than line 26a, skip lines 26d and 26e	26c			
d	Additional depreciation after 1969 and before 1976	26d			
e	Enter the smaller of line 26c or 26d	26e			
f	Section 291 amount (corporations only)	26f			
g	Add lines 26b, 26e, and 26f	26g			
<b>27 If section 1252 property:</b> Skip this section if you did not dispose of farmland or if this form is being completed for a partnership (other than an electing large partnership).					
a	Soil, water, and land clearing expenses	27a			
b	Line 27a multiplied by applicable percentage (see instr.)	27b			
c	Enter the smaller of line 24 or 27b	27c			
<b>28 If section 1254 property:</b>					
a	Intangible drilling and development costs, expenditures for development of mines and other natural deposits, and mining exploration costs, and depletion (see instructions)	28a			
b	Enter the smaller of line 24 or 28a	28b			
<b>29 If section 1255 property:</b>					
a	Applicable percentage of payments excluded from income under section 126 (see instructions)	29a			
b	Enter the smaller of line 24 or 29a (see instructions)	29b			

**Summary of Part III Gains. Complete property columns A through D through line 29b before going to line 30.**

30	Total gains for all properties. Add property columns A through D, line 24	30	176.
31	Add property columns A through D, lines 25b, 26g, 27c, 28b, and 29b. Enter here and on line 13	31	176.
32	Subtract line 31 from line 30. Enter the portion from casualty or theft on Form 4684, line 38. Enter the portion from other than casualty or theft on Form 4797, line 8	32	0.

**Part IV Recapture Amounts Under Sections 179 and 280F(b)(2) When Business Use Drops to 50% or Less**  
(see instructions)

	(a) Section 179	(b) Section 280F(b)(2)
33 Section 179 expense deduction or depreciation allowable in prior years	33	
34 Recaptured depreciation (see instructions)	34	
35 Recapture amount. Subtract line 34 from line 33. See the instructions for where to report	35	

UYA

Form 4797 (2010)

**Social Security Administration**  
**Retirement, Survivors and Disability Insurance**  
**Notice of Award**

Western Program Service Center  
P.O. Box 2000  
Richmond, California 94802-1791  
Date: June 14, 2009  
Claim Number: [REDACTED]

000428 MCSM75 N3 2.200

RONNIE R BEJARANO  
7810 W 70TH DRIVE  
ARVADA, CO 80004-1866  
[REDACTED]

You are entitled to monthly retirement benefits beginning July 2009.

**What We Will Pay And When**

- You will receive \$1,442.00 for July 2009 around August 12, 2009.
- After that you will receive \$1,442.00 on or about the second Wednesday of each month.

The day we make payments on this record is based on your date of birth.

No payment is due at this time because of adjustments made to your benefits.

**Information About Medicare**

You are entitled to medicare hospital insurance beginning July 2008.

We will send you a Medicare card. You should take this card with you when you need medical care. If you need medical care before receiving the card and your coverage has already begun, use this letter as proof that you are covered by Medicare.

**Medicare Prescription Drug Plan Enrollment**

Now that you are eligible for Medicare, you can enroll in a Medicare prescription drug plan (Part D).

To learn more about the Medicare prescription drug plans and when you can enroll, visit [www.medicare.gov](http://www.medicare.gov) or call 1-800-MEDICARE (1-800-633-4227; TTY 1-877-486-2048). Medicare also can tell you about agencies in your area that can help you choose your prescription drug coverage.

Enclosure(s):  
Pub 05-10077  
Pub 05-10058

C

See Next Page



## **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

05/04/11

RON R BEJARANO

7810 W. 70TH DR

ARVADA CO 80004

RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR  
ARVADA CO 80004

Dear RON R BEJARANO

In the process of reviewing your request for assistance, we found the documentation you submitted to support your financial hardship is incomplete. In order to allow us to continue to evaluate your request, please provide the documents required below no later than 06/03/11. If we do not receive the required documents by the date indicated, we will consider that you have withdrawn your request for assistance (or if you are in a trial period plan, we will terminate the trial period plan), and we may then resume other means to collect any amount due on the account.

Please note also that we recognize that you may have previously attempted to submit some or all of this required information; however, the documentation we received was either inaccurate, incomplete, unsigned, or is now aged. If the request for information below refers to a co-borrower, the information should be provided for any person that is contributing to the household income as a resident, even if they are not a signer of the loan documents. We appreciate your patience and cooperation in submitting this required documentation.

- ☐ Completed and signed financial and hardship affidavit statement. You may obtain a copy of this form on our website or by contacting a representative at our phone number listed below.
- ☒ Copies of 2 most recent pay stub(s) for Borrower 1.
- ☐ Secondary income was disclosed on your financial form. Additional information is required from . We require the same documented proof of income for all secondary sources as you would have provided for the primary.

05/04/11

Account Number: [REDACTED]

Page 2

- ☐ **Other Earned Income:** Bonus, commission, fee, housing allowance, tips and/or overtime requires a written statement from the source of the other earned income, verifying the income including the likelihood of continuation.
- ☐ **Self Employed:** A Profit & Loss statement for a minimum of the last three months documenting business income and expenses.
- ☒ **Benefit Income:** Social Security, disability, death benefits, pension or severance income requires a copy of benefits statement or letter from the provider stating the amount and frequency of the benefit, AND copies of two most-recent bank statements or other documentation showing receipt of the benefit income. **Note:** Bank statements cannot be more than 90 days old.
- ☐ **Alimony or Child Support:** Copy of divorce decree, separation agreement or other legal written agreement filed with the court showing the amount of the award and time period over which it will be received AND copies of the two most-recent bank statements or other documentation showing receipt of the benefit. **Note:** Bank statements cannot be more than 90 days old.
- ☐ **Rental Income from Investment Property:** Copy of the most-recent federal tax return, including Schedule E-Supplemental Income and Loss, AND a copy of the rental or lease agreement.
- ☐ **Unemployment or Public Assistance:** Copy of benefits statement or letter from the provider that states the amount, frequency, and duration of the benefit income AND copies of the two most-recent bank statements or other documentation showing receipt of the benefit. **Note:** Bank statements cannot be more than 90 days old.
- ☐ **Additional Income Source:** If you have additional income of a type not specified above, a signed letter is required from the person(s) who contributes the income showing the amount and frequency of the income. This would include the situation where a room in the primary residence is rented to another person.
- ☐ Signed and dated copy of the IRS Form 4506T-EZ (Request for Transcript of Tax Return) with all applicable fields completed for each borrower. Borrowers who filed their tax returns jointly may send in one IRS Form 4506T-EZ signed and dated by both joint filers. **Note:** This form is required even if you have not filed or are not required to file tax returns.
- ☐ Completed, signed and dated Dodd-Frank Certification form.
- ☐ Copies of recorded documents showing a Title Transfer has taken place. This includes copy of a Quit Claim Deed, Inter Spousal Deed Transfer or Death Certificate, as applicable.
- ☐

05/04/11

Account Number: [REDACTED]

Page 3

To be considered for the Making Home Affordable program all required documentation must be received no later than 7 business days prior to any scheduled foreclosure sale date. We will not refer your account to foreclosure or conduct the foreclosure sale, if already referred, while your account is being reviewed for the Making Home Affordable program and the review will not begin until all required documentation is received. Missing items may be faxed to 1-866-709-4744.

If you are unable to provide this documentation, please provide a letter of explanation for each item and the reason why you will not be able to fulfill this request.

If you have any questions or need to discuss these requirements please contact us at 877-928-4622. Hours of operation are Monday through Thursday 7:00 AM - 9:00 PM central standard time, Friday 7:00 AM - 6:00 PM central standard time and Saturday 8:00 AM - 12:00 PM central standard time. You can also call the HOPE hotline number (888-995-HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

Loss Mitigation Department  
Loan Servicing

4:60

**Notice:** Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

**Notice Regarding Bankruptcy:** If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally.



## **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

05/04/11

RON R BEJARANO

7810 W. 70TH DR

ARVADA CO 80004

RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR

ARVADA CO 80004

Dear RON R BEJARANO

In the process of reviewing your request for assistance, we found the documentation you submitted to support your financial hardship is incomplete. In order to allow us to continue to evaluate your request, please provide the documents required below no later than 06/03/11. If we do not receive the required documents by the date indicated, we will consider that you have withdrawn your request for assistance (or if you are in a trial period plan, we will terminate the trial period plan), and we may then resume other means to collect any amount due on the account.

Please note also that we recognize that you may have previously attempted to submit some or all of this required information; however, the documentation we received was either inaccurate, incomplete, unsigned, or is now aged. If the request for information below refers to a co-borrower, the information should be provided for any person that is contributing to the household income as a resident, even if they are not a signer of the loan documents. We appreciate your patience and cooperation in submitting this required documentation.

☐ Completed and signed financial and hardship affidavit statement. You may obtain a copy of this form on our website or by contacting a representative at our phone number listed below.

☒ Copies of 2 most recent pay stub(s) for Borrower 1.

☐ Secondary income was disclosed on your financial form. Additional information is required from . We require the same documented proof of income for all secondary sources as you would have provided for the primary.



05/04/11  
Account Number: [REDACTED]  
Page 2

- ☐ **Other Earned Income:** Bonus, commission, fee, housing allowance, tips and/or overtime requires a written statement from the source of the other earned income, verifying the income including the likelihood of continuation.
- ☐ **Self Employed:** A Profit & Loss statement for a minimum of the last three months documenting business income and expenses.
- ☒ **Benefit Income:** Social Security, disability, death benefits, pension or severance income requires a copy of benefits statement or letter from the provider stating the amount and frequency of the benefit, AND copies of two most-recent bank statements or other documentation showing receipt of the benefit income. **Note:** Bank statements cannot be more than 90 days old.
- ☐ **Alimony or Child Support:** Copy of divorce decree, separation agreement or other legal written agreement filed with the court showing the amount of the award and time period over which it will be received AND copies of the two most-recent bank statements or other documentation showing receipt of the benefit. **Note:** Bank statements cannot be more than 90 days old.
- ☐ **Rental Income from Investment Property:** Copy of the most-recent federal tax return, including Schedule E-Supplemental Income and Loss, AND a copy of the rental or lease agreement.
- ☐ **Unemployment or Public Assistance:** Copy of benefits statement or letter from the provider that states the amount, frequency, and duration of the benefit income AND copies of the two most-recent bank statements or other documentation showing receipt of the benefit. **Note:** Bank statements cannot be more than 90 days old.
- ☐ **Additional Income Source:** If you have additional income of a type not specified above, a signed letter is required from the person(s) who contributes the income showing the amount and frequency of the income. This would include the situation where a room in the primary residence is rented to another person.
- ☐ Signed and dated copy of the IRS Form 4506T-EZ (Request for Transcript of Tax Return) with all applicable fields completed for each borrower. Borrowers who filed their tax returns jointly may send in one IRS Form 4506T-EZ signed and dated by both joint filers. **Note:** This form is required even if you have not filed or are not required to file tax returns.
- ☐ Completed, signed and dated Dodd-Frank Certification form.
- ☐ Copies of recorded documents showing a Title Transfer has taken place. This includes copy of a Quit Claim Deed, Inter Spousal Deed Transfer or Death Certificate, as applicable.
- ☐

May 12, 2011

GMAC Mortgage  
3451 Hammond Ave  
Waterloo, IA 50704

VIA FAX TRANSMISSION 866-709-4744

RE: Account Number [REDACTED]

Property Address Ron R Bejarano  
7810 W 70<sup>th</sup> Dr  
Arvada, Co 80004

:Loss Mitigation Dept:

Enclosed you will find per your request by letter dated May 4, 2011 the following documents:

- Bank statement showing UI Benefits for Ron Bejarano as he was recently laid off.
- Benefit Income, Copies of SS checks and deposits of those check into Ron Bejarano checking account. Copies of additional income from Rental and checking accounts showing those deposits.

Together with the additional SS income from Karen Bejarano, and the additional rental income which was NOT included in previous financials, as only Ron's income was requested before, it was request that the household income be reported this time, the monthly wage has not changed. Again a back end amount of \$136,000.00 along with the principle amount of \$402,000 brings the home to \$538,000.00. The change in value by Jefferson County tax assessor of - \$57,000 this year, and condition, and sales comps in neighborhood, brings the value of the home to around \$346,000. Making just the principle amount of the loan underwater.

If you need any further assistance please feel free to contact me at 303-940-3639.

Respectfully

Ron R Bejarano

05/04/11  
Account Number: [REDACTED]  
Page 3

To be considered for the Making Home Affordable program all required documentation must be received no later than 7 business days prior to any scheduled foreclosure sale date. We will not refer your account to foreclosure or conduct the foreclosure sale, if already referred, while your account is being reviewed for the Making Home Affordable program and the review will not begin until all required documentation is received. Missing items may be faxed to 1-866-709-4744.

If you are unable to provide this documentation, please provide a letter of explanation for each item and the reason why you will not be able to fulfill this request.

If you have any questions or need to discuss these requirements please contact us at 877-928-4622. Hours of operation are Monday through Thursday 7:00 AM - 9:00 PM central standard time, Friday 7:00 AM - 6:00 PM central standard time and Saturday 8:00 AM - 12:00 PM central standard time. You can also call the HOPE hotline number (888-995-HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

Loss Mitigation Department  
Loan Servicing

4:60

**Notice:** Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

**Notice Regarding Bankruptcy:** If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally.



DIRECT INQUIRIES TO:

Current Date:

May 03, 2011

Account Number:

Capture Date:

May 03, 2011

Item Number:

93170000525100

Posted Date:

May 03, 2011

Posted Item Number:

123022231

Amount:

1,025.00

Record Type:

Foreign Item (Not On Us)

For: Loss Mitigation  
Account  
Ron R. Bejarano

Dental Income



For: Loss Mitigation  
Acct: [REDACTED]  
Ron R. Begaard

Rental Income

Current Date:	May 05, 2011
Account Number:	[REDACTED]
Capture Date:	May 03, 2011
Item Number:	93170000525099
Posted Date:	May 03, 2011
Posted Item Number:	123022230
Amount:	450.00
Record Type:	Foreign Item (Not On Us)



DIRECT INQUIRIES TO:

For: Loss Mitigation  
Aect: [REDACTED]  
Ron R. Bejarano  
Rental Income

Current Date:

May 05, 2011

Account Number:

Capture Date:

April 06, 2011

Item Number:

93170000510451

Posted Date:

April 06, 2011

Posted Item Number:

96017520

Amount:

1,025.00

Record Type:

Foreign Item (Not On Us)



DIRECT INQUIRIES TO:

Current Date:

May 05, 2011

Account Number:

Capture Date:

April 06, 2011

Item Number:

93170000510450

Posted Date:

April 06, 2011

Posted Item Number:

96017519

Amount:

450.00

Record Type:

Foreign Item (Not On Us)

For: Loss Mitigation

Asst:

Ron R. Bejarano

Rental Income



DIRECT INQUIRIES TO:



**GUARANTY BANK<sup>SM</sup>**  
**AND TRUST COMPANY**  
Member FDIC

For: Loss Modification  
Account [REDACTED]  
Ron R. Berglund

Rental Income

Current Date:

May 05, 2011

Account Number:

Capture Date:

Item Number:

Posted Date:

Posted Item Number:

Amount:

Record Type:

March 10, 2011

93170000495766

March 10, 2011

69019385

450.00

Foreign Item (Not On Us)



DIRECT INQUIRIES TO:



**GUARANTY BANK™**  
**AND TRUST COMPANY**  
Member FDIC

For 'Loss Mitigation  
Act' [REDACTED]  
Ron R. Bejarano

Rental Income

Current Date:

May 03, 2011

Account Number:

Capture Date:

Item Number:

Posted Date:

Posted Item Number:

Amount:

Record Type:

March 03, 2011

93170000491661

March 03, 2011

62016277

1,025.00

Foreign Item (Not On Us)

DIRECT INQUIRIES TO:

P.O. BOX 5847  
Denver, CO 80217  
303-293-5500 Denver Metro  
970-454-4220 Northern Colorado  
877-609-5500 Toll Free

STATEMENT OF ACCOUNT

MEMBER FDIC

KAREN BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Page: 1  
Account Number: [REDACTED]  
Statement Date: 3/18/11  
Checks/Items Enclosed: 0  
L

Effective December 31, 2010 through December 31, 2012

Funds transferred from a noninterest-bearing transaction account to an interest-bearing deposit account will not be eligible for unlimited FDIC deposit insurance coverage. Funds in an interest-bearing deposit account are insured up to at least \$250,000 under FDIC deposit insurance rules.

THANK YOU FOR BANKING WITH US. WE APPRECIATE YOUR BUSINESS.

STATEMENT SUMMARY

CHECKING

4,961.41

SENIOR BASIC

KAREN BEJARANO

ACCT [REDACTED]

Beginning Balance	2/18/11	2,026.45	
Deposits / Misc Credits	4	6,899.00	
Withdrawals / Misc Debits	20	3,964.04	
** Ending Balance	3/20/11	4,961.41	**
Service Charge		.00	
Average Balance		1,691	
Average Collected Balance		1,643	
Minimum Balance		237	

CREDITS

Date	Deposits	Withdrawals	Activity Description
2/28	700.00		Internet Transfer From [REDACTED]
3/03	1,025.00		DEPOSIT
3/10	450.00		DEPOSIT
3/18	4,961.41		US TREASURY 220/TAX REFUND BEJARANO, RONNIE R & K

ATM/DEBIT CARD TRANSACTIONS

Date	Deposits	Withdrawals	Location
2/18		38.00	POS PURCHASE SUNFLOWER FARMERS M ARVADA CO 000001 *****6088 02/18 00:31

DIRECT INQUIRIES TO:

P.O. BOX 5847  
Denver CO 80217  
303-293-5500 Denver Metro  
870-454-4220 Northern Colorado  
877-608-5500 Toll Free

STATEMENT OF ACCOUNT

MEMBER FDIC

KAREN BEJARANO  
7810 W 70TH DR  
ARVADA CO 80004

Page: 1

Account Number: [REDACTED]  
Statement Date: 4/20/11  
Checks/Items Enclosed: 0

L

Effective December 31, 2010 through December 31, 2012

Funds transferred from a noninterest-bearing transaction account to an interest-bearing deposit account will not be eligible for unlimited FDIC deposit insurance coverage. Funds in an interest-bearing deposit account are insured up to at least \$250,000 under FDIC deposit insurance rules.

THANK YOU FOR BANKING WITH US. WE APPRECIATE YOUR BUSINESS.

STATEMENT SUMMARY

CHECKING

2,691.52

SENIOR BASIC

KAREN BEJARANO

Acct [REDACTED]

Beginning Balance	3/21/11	4,961.41
Deposits / Misc Credits	2	1,494.00
Withdrawals / Misc Debits	45	3,763.89
** Ending Balance	4/20/11	2,691.52
Service Charge		.00
Average Balance		2,683
Average Collected Balance		2,605
Minimum Balance		1,878

CREDITS

Date	Deposits	Withdrawals	Activity Description
4/06	1,475.00		DEPOSIT

ATM/DEBIT CARD TRANSACTIONS

Date	Deposits	Withdrawals	Location
3/21		35.15	POS PURCHASE SAFEWAY STORE 1998 ARVADA CO 0000019980051 *****6088 03/18 18:57
3/21		149.00	POS PURCHASE TRAVELZOO LOCAL DEALS 888-6360894 NY 0000000079937 *****6088 03/18 19:05

DIRECT INQUIRIES TO:



For Loss Mitigation  
Acct [REDACTED]  
Ron R. Bejarano

S.S. Income

Current Date:

May 05, 2011

Account Number:

Capture Date:

Item Number:

Posted Date:

Posted Item Number:

Amount:

Record Type:

February 08, 2011

93170000479602

February 08, 2011

39020186

1,373.00

Foreign Item (Not On Us)



DIRECT INQUIRIES TO:

For Loss Mitigation  
Acct [REDACTED]  
Ron K Bejavan

SS Income

Current Date:

May 05, 2011

Account Number:

Capture Date:

Item Number:

Posted Date:

Posted Item Number:

Amount:

Record Type:

March 10, 2011

93170000495772

March 10, 2011

69019391

1,373.00

Foreign Item (Not On Us)



DIRECT INQUIRIES TO:

For: Jose M. [REDACTED]  
Acct: [REDACTED]  
Rm R Bejarano

S.S. [REDACTED]

Current Date:

May 03, 2011

Account Number:	[REDACTED]
Capture Date:	April 11, 2011
Item Number:	93170000512545
Posted Date:	April 11, 2011
Posted Item Number:	101027682
Amount:	1,373.00
Record Type:	Foreign Item (Not On Us)

For Loss Mitigation  
Acct [REDACTED]  
Ron R Beyerand

S.S. Inume





## **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

05/26/11

RON R BEJARANO

7810 W. 70TH DR

ARVADA CO 80004

RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR

ARVADA CO 80004

Dear RON R BEJARANO

In connection with your request for a loan modification, we regret to inform you that your request has been denied for the following reason(s):

☐ The financial information provided shows you have insufficient income to support your request. We recommend you consider selling your property. If the value of your property has declined and would not result in a full payoff of the mortgage please contact our office when an offer is received so we can review for a possible short sale.

☐ The financial information provided shows that your income is sufficient to cover your existing mortgage obligation; therefore, we are unable to modify your existing obligation.

☐ While you do not have sufficient income to support all of your monthly expenses, some of your expenses could be reduced. We recommend you contact your other creditors to lower their monthly payments before workout solutions can be considered on your mortgage.

☐ We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

☐ We service your loan on behalf of an investor or group of investors that has not given us authority to modify your loan under the program requested.

05/26/11

Account Number [REDACTED]

Page Two

☐ The payment we received does not represent the correct amount as specified in the agreement.

☐ The required payment was not received by the payment due date as specified in the agreement.

☐ We have not received the properly signed and executed agreement.

☐ You did not meet the requirement(s) for the Home Affordable Unemployment Program.

☐ We have been unable to clear/resolve outstanding title issues in order to meet recording requirements.

☒ HAMP Program denied due to insufficient income.

☒ HAMP Program denied. Account is in review for another workout

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency to discuss your needs. You can also call the HOPE hotline number (888-995-HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

You have 30 calendar days from the date of this notice to contact GMAC Mortgage, LLC to discuss the reason for non-approval for a HAMP modification or to discuss alternative loss mitigation options that may be available to you. Your loan may be referred to foreclosure during this time, or any pending foreclosure action may continue. However, no foreclosure sale will be conducted and you will not lose your home during this 30-day period due to a foreclosure by us.

Any supplemental material may be submitted to us at PO Box 780, Waterloo, Iowa 50704  
Attention: HAMP Modification Non-Approvals.

We will continue to work with you to explore other options that may be available for your circumstances. If you have any questions regarding the above decision, please contact our office at , between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Loss Mitigation Department  
Loan Servicing

05/26/11

Account Number [REDACTED]

Page Three

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

**Notice Regarding Bankruptcy:** If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally.

**Residents of North Carolina:** If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks, website, [www.nccob.gov](http://www.nccob.gov).

**Residents of New York:** If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the New York State Banking Department at 1-877-226-5697 or [www.banking.state.ny.us](http://www.banking.state.ny.us).

Disclosure of the Use of Information Obtained From an Outside Source

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,  
Address: P.O. Box 740241, Atlanta, GA 30374-0241  
[Toll-free] Telephone number: 800-685-1111 [www.equifax.com](http://www.equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC  
Creditor's address: PO Box 780 Waterloo IA 50704-0780  
Creditor's telephone number: 800-766-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

5:25



## **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

06/02/11

RON R BEJARANO

7810 W. 70TH DR

ARVADA CO 80004

RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR

ARVADA CO 80004

Dear RON R BEJARANO

In connection with your request for a loan modification, we regret to inform you that your request has been denied for the following reason(s):

☒ The financial information provided shows you have insufficient income to support your request. We recommend you consider selling your property. If the value of your property has declined and would not result in a full payoff of the mortgage please contact our office when an offer is received so we can review for a possible short sale.

☐ The financial information provided shows that your income is sufficient to cover your existing mortgage obligation; therefore, we are unable to modify your existing obligation.

☐ While you do not have sufficient income to support all of your monthly expenses, some of your expenses could be reduced. We recommend you contact your other creditors to lower their monthly payments before workout solutions can be considered on your mortgage.

☐ We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

☐ We service your loan on behalf of an investor or group of investors that has not given us authority to modify your loan under the program requested.

06/02/11

Account Number [REDACTED]

Page Two

☐ The payment we received does not represent the correct amount as specified in the agreement.

☐ The required payment was not received by the payment due date as specified in the agreement.

☐ We have not received the properly signed and executed agreement.

☐ You did not meet the requirement (s) for the Home Affordable Unemployment Program.

☐ We have been unable to clear/resolve outstanding title issues in order to meet recording requirements.

☐

☐

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency to discuss your needs. You can also call the HOPE hotline number (888-995-HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

We will continue to work with you to explore other options that may be available for your circumstances. If you have any questions regarding the above decision, please contact our office at , between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Loss Mitigation Department  
Loan Servicing

06/02/11

Account Number [REDACTED]

Page Three

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**Notice Regarding Bankruptcy:** If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally.

**Residents of North Carolina:** If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks, website, [www.nccob.gov](http://www.nccob.gov).

**Residents of New York:** If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the New York State Banking Department at 1-877-226-5697 or [www.banking.state.ny.us](http://www.banking.state.ny.us).

#### Disclosure of the Use of Information Obtained From an Outside Source

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,

Address: P.O. Box 740241, Atlanta, GA 30374-0241

Telephone number: 800-685-1111 [www.equifax.com](http://www.equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC

Creditor's address: PO Box 780 Waterloo IA 50704-0780

Creditor's telephone number: 800-766-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission,

5:90





## **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

08/12/11

RON R BEJARANO

7810 W. 70TH DR

ARVADA CO 80004

RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR  
ARVADA CO 80004

Dear RON R BEJARANO

We recently received your request for a loan modification. We are not able to fulfill your request at this time for the following reason(s):

☐ The financial information you provided shows you do not have sufficient income to support a loan modification. We recommend you consider selling your property. If the value of your property is not enough to pay off your mortgage, please contact our office when an offer is received so we can explore other options.

☐ The financial information you provided shows you have sufficient income to make your current mortgage payments. Therefore, we are not able to modify your loan at this time.

☐ The financial information you provided shows you do not have sufficient income to support all of your monthly expenses, but some of these expenses can be reduced. You need to contact your other creditors about lowering your monthly payments with them before we can consider modifying your loan.

☒ We requested additional information from you that has not been received. As a result, we are not able to continue our review of your request at this time.

☐ We service your loan on behalf of an investor or group of investors that has not given us authority to modify your loan as you have requested.

(Continued on next page)

08/12/11

Account Number: [REDACTED]

Page Two

☐ The payment received was not for the correct amount as specified in the agreement we sent you.

☐ We have not received the payment that was due as specified in the agreement.

☐ We have not received a properly signed and executed agreement from you.

☐ You did not meet the requirement(s) of the Home Affordable Unemployment Program.

☐ We have not been able to resolve outstanding title issues in order to meet recording requirements.

☐

☐

At this time, you may want to seek advice regarding your next step. We suggest you call 1.800.CALL.FHA (1.800.225.5342) to locate a HUD-certified housing counseling agency. You may also want to call 1.888.995.HOPE (1.888.995.4673) to request assistance from a HUD- approved housing counselor.

We will continue to work with you to explore options that may be available. If you have any questions, please call our office at 877-928-4622 between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Modification Department  
Loan Servicing

Please Note:

This is an attempt to collect on a debt and any information obtained will be used for that purpose.

**Notice Regarding Bankruptcy:** If you are currently involved in an open bankruptcy case or if you have been discharged of your personal liability for repayment of this debt; this notice is being provided for informational purposes only and is not an attempt to collect a pre-petition or discharged debt. Furthermore, any action that we may take is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally.

**Note:** If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance with your Chapter 13 Plan.

08/12/11

Account Number: [REDACTED]

Page Three

**Residents of North Carolina: If you believe your request has been wrongly denied, you can file a complaint with the North Carolina Office of the Commissioner of Banks at [www.nccob.gov](http://www.nccob.gov).**

**Residents of New York: If you believe your request has been wrongly denied, you may file a complaint with the New York State Banking Department at 1-877-226-5697 or [www.banking.state.ny.us](http://www.banking.state.ny.us).**

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have the right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have the right to a free copy of your report from the reporting agency if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,  
Address: P.O. Box 740241, Atlanta, GA 30374-0241  
Phone: 800-685-1111 Web: [www.equifax.com](http://www.equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC

Creditor's address: PO Box 780

Waterloo IA 50704-0780

Creditor's telephone number: 800-766-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

5:90



GMAC Mortgage  
3451 Hammond Ave  
PO Box 780  
Waterloo, IA 50704 0780

**GMAC Mortgage**

12/2/2011

1 010222;114 1111633131222313HMK9212HN BDEVQM2IP[ IEP N1HM9K921111+271388IEN



RON R BEJARANO  
7810 W. 70TH DR  
ARVADA CO 80004-1866



RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR  
ARVADA CO 80004

Dear RON R BEJARANO:

We recently received your request for a loan modification. We are not able to fulfill your request at this time for the following reason(s):

We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

At this time, you may want to seek advice regarding your next steps. We suggest you call 1.800.CALL.FHA (1.800.225.5342) to locate a HUD-certified housing counseling agency. You may also want to call 1.888.995.HOPE (1.888.995.4673) to request assistance from a HUD-approved housing counselor.

You can send any additional material to:

GMAC Mortgage, LLC  
ATTN: Modification Non-Approvals  
PO Box 780  
Waterloo, Iowa 50704

We will continue to work with you to explore options that may be available. If you have any questions, please contact us at 1-877-928-4622 between the hours of 8:00 a.m. and 9:00 p.m. Monday through Friday central standard time.

Modification Department  
Loan Servicing

In addition, you may have your concerns reviewed by an independent advocate in our Executive Escalation Team. They may be reached at 866-924-8409 Monday through Friday from 8:00 a.m. to 5:00 p.m. CT or via email at [homeowner.help@mortgagebanksite.com](mailto:homeowner.help@mortgagebanksite.com).



12/2/2011

Account Number [REDACTED]

Page Two

Note: This is an attempt to collect on a debt and any information obtained will be used for that purpose.

**Notice Regarding Bankruptcy:** If you are currently involved in an open bankruptcy case or if you have been discharged of your personal liability for repayment of this debt; this notice is being provided for informational purposes only and is not an attempt to collect a pre-petition or discharged debt. Furthermore, any action that we may take is for the sole purpose of protecting our lien interest in your property and is not to recover amounts from you personally.

**Note:** If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance to your Chapter 13 plan.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,  
Address: P.O. Box 740241, Atlanta, GA 30374-0241  
Phone: 800-685-1111 Web: [www.Equifax.com](http://www.Equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC  
Creditor's address: PO Box 780, Waterloo IA 50704-0780  
Creditor's telephone number: 1-877-928-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

M020



GMAC Mortgage  
3451 Hammond Ave  
PO Box 780  
Waterloo, IA 50704 0780

**GMAC Mortgage**

1/26/2012

1 041022 22:11 4 1111558 31231237 I B6HN212 HNBDEVQM2 P[ EPN I B6HN21111+271386 EN



RON R BEJARANO  
7810 W. 70TH DR  
ARVADA CO 80004-1866



RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR  
ARVADA CO 80004

Dear RON R BEJARANO:

We recently received your request for a loan modification. We are not able to fulfill your request at this time for the following reason(s):

Based on program requirements, we are unable to reduce your interest rate, extend the loan term, or defer principal enough to reach an affordable payment under the HAMP criteria. Your account is in review for another workout.

At this time, you may want to seek advice regarding your next steps. We suggest you call 1.800.CALL.FHA (1.800.225.5342) to locate a HUD-certified housing counseling agency. You may also want to call 1.888.995.HOPE (1.888.995.4673) to request assistance from a HUD-approved housing counselor.

You have until 02/25/2012 to contact GMAC Mortgage, LLC to discuss this denial of your request for a loan modification. Your loan may be referred to or remain in foreclosure during this time. However, **a foreclosure sale will not be conducted and you will not lose your home due to foreclosure** during this 30-day period.

You can send any additional material to:

GMAC Mortgage, LLC  
ATTN: Modification Non-Approvals  
PO Box 780  
Waterloo, Iowa 50704

We will continue to work with you to explore options that may be available. If you have any questions, please contact us at 1-877-928-4622 between the hours of 8:00 a.m. and 9:00 p.m. Monday through Friday central standard time.

Modification Department  
Loan Servicing

In addition, you may have your concerns reviewed by an independent advocate in our Executive Escalation Team. They may be reached at 866-924-8409 Monday through Friday from 8:00 a.m. to 5:00 p.m. CT or via email at [homeowner.help@mortgagebanksite.com](mailto:homeowner.help@mortgagebanksite.com).





1/26/2012

Account Number [REDACTED]

Page Two

Note: This is an attempt to collect on a debt and any information obtained will be used for that purpose.

**Notice Regarding Bankruptcy:** If you are currently involved in an open bankruptcy case or if you have been discharged of your personal liability for repayment of this debt; this notice is being provided for informational purposes only and is not an attempt to collect a pre-petition or discharged debt. Furthermore, any action that we may take is for the sole purpose of protecting our lien interest in your property and is not to recover amounts from you personally.

**Note:** If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance to your Chapter 13 plan.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,  
Address: P.O. Box 740241, Atlanta, GA 30374-0241  
Phone: 800-685-1111 Web: [www.Equifax.com](http://www.Equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC  
Creditor's address: PO Box 780, Waterloo IA 50704-0780  
Creditor's telephone number: 1-877-928-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

M020



GMAC Mortgage  
3451 Hammond Ave  
PO Box 780  
Waterloo, IA 50704 0780

**GMAC Mortgage**

8/16/2012

17023023 24:11 4 1111465 31231927 I I 58R212 HNBDEVQM2 P[ EPN I I 58R21111+271386 EN



RON R BEJARANO  
7810 W. 70TH DR  
ARVADA CO 80004-1866



RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR  
ARVADA CO 80004

Dear RON R BEJARANO:

We recently received your request for a loan modification. We are not able to fulfill your request at this time for the following reason(s):

We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

At this time, you may want to seek advice regarding your next steps. We suggest you call 1.800.CALL.FHA (1.800.225.5342) to locate a HUD-certified housing counseling agency. You may also want to call 1.888.995.HOPE (1.888.995.4673) to request assistance from a HUD-approved housing counselor.

We will continue to work with you to explore options that may be available. If you have any questions, please contact us at 1-877-928-4622 between the hours of 8:00 am and 9:00 pm Monday through Friday central standard time.

In addition, you may have your concerns reviewed by an independent advocate in our Executive Escalation Team. They may be reached at 866-924-8409 Monday through Friday from 8am to 5pm CT or via email at [homeowner.help@mortgagebanksite.com](mailto:homeowner.help@mortgagebanksite.com).

Modification Department  
Loan Servicing

**Please Note:** Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information will be used for that purpose.

**Notice Regarding Bankruptcy:** If you are currently involved in an open bankruptcy case or if you have been discharged of your personal liability for repayment of this debt; this notice is being provided for informational purposes only and is not an attempt to collect a pre-petition or discharged debt. Furthermore, any action that we may take is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.



**Note:** If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance to your Chapter 13 plan.

8/16/2012

Account Number [REDACTED]

Page 2

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,  
Address: P.O. Box 740241, Atlanta, GA 30374-0241  
Phone: 800-685-1111 Web: [www.equifax.com](http://www.equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC  
Creditor's address: PO Box 780, Waterloo IA 50704-0780  
Creditor's telephone number: 1-877-928-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

M020



GMAC Mortgage  
3451 Hammond Ave  
PO Box 780  
Waterloo, IA 50704 0780

**GMAC Mortgage**

9/5/2012

17023023 24:11 4 1111541 31231 16 I JITY212 HNBDEVQM2 P[ EPN I JITY21111+ 271386 EN



RON R BEJARANO  
7810 W. 70TH DR  
ARVADA CO 80004-1866



RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR  
ARVADA CO 80004

Dear RON R BEJARANO:

We recently received your request for a loan modification. We are not able to fulfill your request at this time for the following reason(s):

We are unable to offer you a Home Affordable Modification because the calculated Post-Modification Debt-To-Income ratio was outside the acceptable range for program guidelines. Your account is in review for another workout.

At this time, you may want to seek advice regarding your next steps. We suggest you call 1.800.CALL.FHA (1.800.225.5342) to locate a HUD-certified housing counseling agency. You may also want to call 1.888.995.HOPE (1.888.995.4673) to request assistance from a HUD-approved housing counselor.

We will continue to work with you to explore options that may be available. If you have any questions, please contact us at 1-877-928-4622 between the hours of 8:00 am and 9:00 pm Monday through Friday central standard time.

In addition, you may have your concerns reviewed by an independent advocate in our Executive Escalation Team. They may be reached at 866-924-8409 Monday through Friday from 8am to 5pm CT or via email at [homeowner.help@mortgagebanksite.com](mailto:homeowner.help@mortgagebanksite.com).

Modification Department  
Loan Servicing

**Please Note:** Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information will be used for that purpose.

**Notice Regarding Bankruptcy:** If you are currently involved in an open bankruptcy case or if you have been discharged of your personal liability for repayment of this debt; this notice is being provided for informational purposes only and is not an attempt to collect a pre-petition or discharged debt. Furthermore, any action that we may take is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.



**Note:** If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance to your Chapter 13 plan.

9/5/2012

Account Number [REDACTED]

Page 2

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,  
Address: P.O. Box 740241, Atlanta, GA 30374-0241  
Phone: 800-685-1111 Web: [www.equifax.com](http://www.equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC  
Creditor's address: PO Box 780, Waterloo IA 50704-0780  
Creditor's telephone number: 1-877-928-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

M020





GMAC Mortgage  
3451 Hammond Ave  
PO Box 780  
Waterloo, IA 50704 0780

**GMAC Mortgage**

10/18/2012

17023023 24:11 4 1111466 31232129 I KSLN 212 HNBDEVQM2 P[ EPN I KSLN 21111+271386 EN



RON R BEJARANO  
7810 W. 70TH DR  
ARVADA CO 80004-1866



RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR  
ARVADA CO 80004

Dear RON R BEJARANO:

We recently received your request for a HAMP loan modification. We are not able to fulfill your request at this time for the following reason(s):

We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

At this time, you may want to seek advice regarding your next steps. We suggest you call 1.800.CALL.FHA (1.800.225.5342) to locate a HUD-certified housing counseling agency. You may also want to call 1.888.995.HOPE (1.888.995.4673) to request assistance from a HUD-approved housing counselor.

We will continue to work with you to explore options that may be available. If you have any questions, please contact your Relationship Manager, MARQUITA DORISE at 1-877-928-4622 extension 8745592, between the hours of 8:00 a.m. and 9:00 p.m. Monday through Friday central standard time. If your agent is not available, one of their team members will assist you.

In addition, you may have your concerns reviewed by an independent advocate in our Executive Escalation Team. They may be reached at 866-924-8409 Monday through Friday from 8am to 5pm CT or via email at [homeowner.help@mortgagebanksite.com](mailto:homeowner.help@mortgagebanksite.com).

MARQUITA DORISE  
Loan Servicing



10/18/2012

Account Number [REDACTED]

Page 2

**Please Note:** Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information will be used for that purpose.

**Notice Regarding Bankruptcy:** If you are currently involved in an open bankruptcy case or if you have been discharged of your personal liability for repayment of this debt; this notice is being provided for informational purposes only and is not an attempt to collect a pre-petition or discharged debt. Furthermore, any action that we may take is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.

**Note:** If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance to your Chapter 13 plan.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,  
Address: P.O. Box 740241, Atlanta, GA 30374-0241  
Phone: 800-685-1111 Web: [www.equifax.com](http://www.equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC  
Creditor's address: PO Box 780, Waterloo IA 50704-0780  
Creditor's telephone number: 1-877-928-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

M020



Ocwen Loan Servicing, LLC  
3451 Hammond Ave  
PO Box 780  
Waterloo, IA 50704 0780



3/8/2013

12013024 24;11 4 1111335 31241419 JD5[ 5212 PDX FON1 2 P[ EPN JD5[ 5211111+271386 E2



RON R BEJARANO  
7810 W. 70TH DR  
ARVADA CO 80004-1866



RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR  
ARVADA CO 80004

Dear RON R BEJARANO:

We recently received your request for a HAMP loan modification. We are not able to fulfill your request at this time for the following reason(s):

We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

At this time, you may want to seek advice regarding your next steps. We suggest you call 1.800.CALL.FHA (1.800.225.5342) to locate a HUD-certified housing counseling agency. You may also want to call 1.888.995.HOPE (1.888.995.4673) to request assistance from a HUD-approved housing counselor.

We will continue to work with you to explore options that may be available. If you have any questions, please contact your Relationship Manager, MARQUITA DORISE at 1-877-928-4622 extension 8745592, between the hours of 8:00 a.m. and 9:00 p.m. Monday through Friday central standard time. If your agent is not available, one of their team members will assist you.

In addition, you may have your concerns reviewed by an independent advocate in our Executive Escalation Team. They may be reached at 866-924-8409 Monday through Friday from 8am to 5pm CT or via email at [homeowner.help@mortgagebanksite.com](mailto:homeowner.help@mortgagebanksite.com).

MARQUITA DORISE  
Loan Servicing



3/8/2013

Account Number [REDACTED]

Page 2

**Please Note:** Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information will be used for that purpose.

**Notice Regarding Bankruptcy:** If you are currently involved in an open bankruptcy case or if you have been discharged of your personal liability for repayment of this debt; this notice is being provided for informational purposes only and is not an attempt to collect a pre-petition or discharged debt. Furthermore, any action that we may take is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.

**Note:** If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance to your Chapter 13 plan.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,  
Address: P.O. Box 740241, Atlanta, GA 30374-0241  
Phone: 800-685-1111 Web: [www.equifax.com](http://www.equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: Ocwen Loan Servicing, LLC  
Creditor's address: PO Box 780, Waterloo IA 50704-0780  
Creditor's telephone number: 1-877-928-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Bureau of Consumer Financial Protection 1700 G Street NW, Washington, DC 20006.

M020



Ocwen Loan Servicing, LLC  
3451 Hammond Ave  
PO Box 780  
Waterloo, IA 50704 0780



3/28/2013

12013024 24;11 4 1111598 31241439 .DI KF212 PDX FON1 2 P[ EPN .DI KF21111+ 271386 E2



RON R BEJARANO  
7810 W. 70TH DR  
ARVADA CO 80004-1866



RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR  
ARVADA CO 80004

Dear RON R BEJARANO:

We recently received your request for a HAMP loan modification. We are not able to fulfill your request at this time for the following reason(s):

We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

At this time, you may want to seek advice regarding your next steps. We suggest you call 1.800.CALL.FHA (1.800.225.5342) to locate a HUD-certified housing counseling agency. You may also want to call 1.888.995.HOPE (1.888.995.4673) to request assistance from a HUD-approved housing counselor.

We will continue to work with you to explore options that may be available. If you have any questions, please contact your Relationship Manager, MARQUITA DORISE at 1-877-928-4622 extension 8745592, between the hours of 8:00 a.m. and 9:00 p.m. Monday through Friday central standard time. If your agent is not available, one of their team members will assist you.

In addition, you may have your concerns reviewed by an independent advocate in our Executive Escalation Team. They may be reached at 866-924-8409 Monday through Friday from 8am to 5pm CT or via email at [homeowner.help@mortgagebanksite.com](mailto:homeowner.help@mortgagebanksite.com).

MARQUITA DORISE  
Loan Servicing



3/28/2013

Account Number [REDACTED]

Page 2

**Please Note:** Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information will be used for that purpose.

**Notice Regarding Bankruptcy:** If you are currently involved in an open bankruptcy case or if you have been discharged of your personal liability for repayment of this debt; this notice is being provided for informational purposes only and is not an attempt to collect a pre-petition or discharged debt. Furthermore, any action that we may take is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.

**Note:** If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance to your Chapter 13 plan.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,  
Address: P.O. Box 740241, Atlanta, GA 30374-0241  
Phone: 800-685-1111 Web: [www.equifax.com](http://www.equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: Ocwen Loan Servicing, LLC  
Creditor's address: PO Box 780, Waterloo IA 50704-0780  
Creditor's telephone number: 1-877-928-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Bureau of Consumer Financial Protection 1700 G Street NW, Washington, DC 20006.

M020





Ocwen Loan Servicing, LLC  
3451 Hammond Ave  
PO Box 780  
Waterloo, IA 50704 0780



5/10/2013

1203024 24;11 4 1111313 31241621 J7Y8212 PDX FON1 2 P[ EPN J7Y821111+ 271386 E2



RON R BEJARANO  
7810 W. 70TH DR  
ARVADA CO 80004-1866



RE: Account Number [REDACTED]  
Property Address 7810 W. 70TH DR  
ARVADA CO 80004

Dear RON R BEJARANO:

We recently received your request for a HAMP loan modification. We are not able to fulfill your request at this time for the following reason(s):

We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

At this time, you may want to seek advice regarding your next steps. We suggest you call 1.800.CALL.FHA (1.800.225.5342) to locate a HUD-certified housing counseling agency. You may also want to call 1.888.995.HOPE (1.888.995.4673) to request assistance from a HUD-approved housing counselor.

We will continue to work with you to explore options that may be available. If you have any questions, please contact your Relationship Manager, CHASITY JONES at 1-877-928-4622 extension 8748763, between the hours of 8:00 a.m. and 9:00 p.m. Monday through Friday central standard time. If your agent is not available, one of their team members will assist you.

In addition, you may have your concerns reviewed by an independent advocate in our Executive Escalation Team. They may be reached at 866-924-8409 Monday through Friday from 8am to 5pm CT or via email at [homeowner.help@mortgagebanksite.com](mailto:homeowner.help@mortgagebanksite.com).

CHASITY JONES  
Loan Servicing



5/10/2013

Account Number [REDACTED]

Page 2

**Please Note:** Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information will be used for that purpose.

**Notice Regarding Bankruptcy:** If you are currently involved in an open bankruptcy case or if you have been discharged of your personal liability for repayment of this debt; this notice is being provided for informational purposes only and is not an attempt to collect a pre-petition or discharged debt. Furthermore, any action that we may take is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.

**Note:** If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance to your Chapter 13 plan.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

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M020

**Exhibit B**

**Pfunder Loan Modification Documents (POC # 1430)**

Paul and Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA 92563  
951-698-1488

October 27, 2008

GMAC Mortgage  
Attention: Customer Care  
P.O. Box 4622  
Waterloo, IA 50704

Re: Loan No. [REDACTED]  
Property Address: 24993 Avenida Sombra, Murrieta, CA 92563

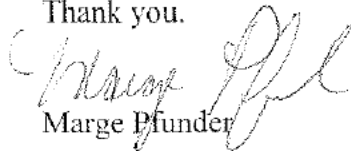
Dear Sirs:

I have contacted the mortgage department on several occasions beginning in early August, 2008, requesting a loan modification for my existing home loan. I have given detailed information more than twice to your representatives, and they have informed me that I would be hearing back from the loan modification department, in writing. As of today's date, I have heard nothing.

This letter is to inform you that if I do not hear back from the loan modification department, in writing, within 10 days from the date of this letter, I will seek legal counsel to handle this matter. According to the recently enacted law, GMAC is required to work out a loan modification for homeowners that are in financial difficulty. Your company is in violation of the law.

Please give this letter your immediate attention.

Thank you.

  
Marge Pfunder



**FAX COVER SHEET** (This page should be returned to us with your completed financial analysis form)

To: Loss Mitigation

From: \_\_\_\_\_ Account Number(s) \_\_\_\_\_

Fax to: 1-866-709-4744 or mail to: Loss Mitigation  
2711 North Haskell Avenue, Suite 900  
Dallas TX 75204Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA, 92563  
Loan # \_\_\_\_\_

The following documentation must be included to determine eligibility:

- Financial Analysis Form
- The enclosed Financial Hardship Affidavit completed and signed by all borrowers (no notary required),
- A signed and dated copy of the IRS Form 4506-T (Request for Transcript of Tax Return) for each borrower (borrowers who filed their tax returns jointly may send in one IRS Form 4506-T signed and dated by both the joint filers), and
- Documentation to verify all of the income of each borrower (including any alimony or child support that you choose to rely upon to qualify). This documentation should include:

**For each borrower who is paid by an employer:**

- ☐ Copy of the most recent filed federal tax return with all schedules required by the IRS at the time you filed your return; and
- ☐ Copy of the two most recent pay stubs or other proof of income from your employer.

**For each borrower who is self-employed:**

- ☐ Copy of the most recent filed federal tax return with all schedules required by the IRS at the time you filed your return, and
- ☐ Copy of the most recent quarterly or year-to-date profit/loss statement.

**For each borrower who has income such as Social Security, disability or death benefits, pension, public assistance, or unemployment:**

- ☐ Copy of most recent federal tax return with all schedules and W-2 or copies of two most recent bank statements.
- ☐ Copy of benefits statement or letter from the provider that states the amount, frequency and duration of the benefit. Such benefit must continue for at least 3 years to be considered qualifying income under this program.

**For each borrower who is relying on alimony or child support as qualifying income:**

- ☐ Copy of divorce decree, separation agreement or other written agreement or decree that states the amount of alimony or child support and period of time over which it will be received. Payments must continue for at least 3 years to be considered qualifying income under this program.
- ☐ Proof of full, regular and timely payments; for example, deposit slips, bank statements, court verification or filed federal tax return with all schedules.

**For each borrower who has rental income:**

- ☐ Copies of most recent two years filed federal tax returns with all schedules, including Schedule E-Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent.

**Additional items required if you are requesting a sale of your property:**

- Copy of listing agreement
- Copy of the sales contract
- Copy of the estimated Settlement Statement (HUD 1) if available
- Signed "third party authorization" form

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA. 92563  
Loan # [REDACTED]

**FINANCIAL ANALYSIS FORM**

Name (Borrower): <b>Paul Pfunder</b>	Daytime Phone: <b>951-698-1488</b>	Alternate Phone:
Name (Co-borrower): <b>Marge Pfunder</b>	Daytime Phone: <b>951-698-1488</b>	Alternate Phone:
Mortgage Account Number: [REDACTED]		Best time to reach you: <b>AM</b>
Mailing Address: <b>24993 Avenida Sombra, Murrieta CA. 92563</b>		

May we contact you via email:	Yes/No <input checked="" type="radio"/> No
If yes, please provide your email address:	
Is the property occupied?	Yes/No <input checked="" type="radio"/> No
If yes, is it owner occupied or tenant occupied?	Owner/Tenant <input checked="" type="radio"/> Owner
Have you filed bankruptcy?	Yes/No <input checked="" type="radio"/> No
Amount of funds available to contribute towards a workout?	\$ <b>0</b>
Total number of individuals in your household:	<b>2</b>
Do you want to keep the property?	Yes/No <input checked="" type="radio"/> No
Is your home listed for sale?	Yes/No <input checked="" type="radio"/> No
If yes, what is the list price?	\$
What is your agent's (realtor) name and telephone number? If applicable	Realtor Name: Realtor Phone:
Do you have a second mortgage?	Yes/No <input checked="" type="radio"/> No
If yes, please provide contact information for your second mortgage company.	Name/phone number of second mortgage company:

**EMPLOYMENT HISTORY**

Currently employed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How long?	<b>5 yrs.</b>	<b>1 1/2 yrs</b>
Present employer:	<b>Self - Contractor</b>	<b>N/A.</b>
If self-employed, name of company:	<b>Paul Pfunder</b>	
Gross Salary / Wages (monthly) *	<b>\$900 - \$1,000</b>	<b>\$900 + 2,000</b>
Unemployment Income (monthly)	\$	\$
Child Support / Alimony (monthly)	\$	\$
Disability Income (monthly)	\$	\$
Rental Income (monthly)	\$	\$

\*Gross salary/wages is your total monthly income before any tax withholding or employer deductions.

(Note that some of the items included here are not applicable to the MHA program. I understand, however, that this form is to be used for various modification programs, including the MHA.)



Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA. 92563  
Loan # [REDACTED]

**ASSETS/LIABILITIES**

If you own real estate in addition to your personal residence, please attach a complete list of property addresses / name(s) of Lender / Lender's address and phone number / account numbers / monthly payment / amount owed / estimated value & rental income.

**Assets**

Personal Residence	\$ 240,000	\$ 384,000	\$ 744,000
Personal Property	\$	\$	\$
Checking Accounts	\$ 30.00	\$	\$ 30.00
Savings Accounts	\$	\$	\$
IRA / 401(k) / Keogh Accounts	\$	\$	\$
Stocks / Bonds / CDs	\$	\$	\$
Cash Value of Life Insurance	\$	\$	\$
Other	\$	\$	\$
Totals	\$ 270,000	\$	\$ - 142,970

**Liabilities (Expenses)**

First Mortgage Lender	\$ 1,380	\$ 384,000	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other Mortgages / Liens / Rents	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alimony / Child Support	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Homeowners Assoc. Dues	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Property Taxes (if not escrowed and included in your current mortgage payment)	\$ inclu.	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Homeowner's (hazard) Insurance (if not escrowed and included in your current mortgage payment)	\$ inclu.	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other insurance (i.e. wind, flood) (if not escrowed and included in your current mortgage payment.)	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Health Insurance	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Medical Expenses	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Child Care	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Credit Card / Installment Loans	\$ 50	\$ 600	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Student Loans / Personal Loans	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Auto Loan(s)	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Auto Expenses / Gasoline / Insurance	\$ 300	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Food / Household Supplies	\$ 200	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Water / Sewer / Utilities / Phone(s) / Cable	\$ 250	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

*Paul Pfunder*  
Borrower Signature

4-21-09  
Date

*Marge Pfunder*  
Co-borrower Signature

4-21-09  
Date

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA. 92563  
Loan # [REDACTED]

**Financial Hardship Affidavit**

Borrower Name: Paul Pfunder  
Co-Borrower Name: Marge Pfunder  
Property Street Address: 24993 Avenida Sombra  
Property City, State, Zip: Murrieta CA. 92563  
Account Number: [REDACTED]

In order to qualify for our offer to enter into an agreement to modify my loan, I/we am/are submitting this form to the Servicer and indicating by my/our checkmarks ("X") the one or more events that contribute to my/our financial hardship and difficulty in making payments on my/our mortgage loan.

Borrower Co-Borrower

- ☒ ☒ My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details under "Explanation" and have attached verifying documentation.
- ☐ ☐ My household financial circumstances have changed. For example: death in family, serious or chronic illness, divorce, incarceration, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details under "Explanation" and have attached verifying documentation.
- ☐ ☐ My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details under "Explanation" and have attached verifying documentation.
- ☒ ☒ My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details under "Explanation" and have attached verifying documentation.
- ☐ ☐ My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. I have provided details under "Explanation" and have attached verifying documentation.
- ☐ ☐ There are other reasons I/we cannot make our mortgage payments. I have provided details under "Explanation" and have attached verifying documentation.

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA. 92563  
Loan # [REDACTED]

**Explanation:**

We are having a very difficult time maintaining our mortgage payments. Marge was ~~laid off~~ laid off of her job as a legal secretary in the beginning of 2008. She was receiving unemployment while looking for work, but she has not found a job and her unemployment has run out of the state will not continue it. Also, Paul is a carpenter (self employed contractor) and his business has slowed down dramatically. He only gets about \$900 - \$2,000 a month if we are lucky, it is paid cash to him directly. We are very scared to lose our home, we have been borrowing money from family/friends to cover our expenses so that we can make our mortgage payments. We have also used a credit card to cover expenses. Can you please see if there is any way to drop our interest rate so we can ~~afford our~~ pay our interest rate is high and we are unable to refinance due to no equity and no verified income.

Be advised that you are signing these documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income may subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud.

The information contained in these documents is subject to examination and verification. Any potential misrepresentation may be referred to the appropriate law enforcement authority for investigation and prosecution.

We also desire a fixed mortgage. Thank you

Paul Pfunder  
Borrower Signature

10-20-09  
Date

Marge Pfunder  
Co-Borrower Signature

4-21-09  
Date

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA. 92563  
Loan # [REDACTED]

<b>Form 4506-T</b> (Rev. January 2008) Department of the Treasury Internal Revenue Service		<b>Request for Transcript of Tax Return</b> Do not sign this form unless all applicable lines have been completed. Read the instructions on page 2. Request may be rejected if the form is incomplete, illegible, or any required line was blank at the time of signature.		OMB No. 1545-0072
Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can also call 1-800-988-1040 to order a transcript. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.				
1a. Name shown on tax return. If a joint return, enter the name shown first.		1b. First social security number on tax return or [REDACTED]		
2a. If a joint return, enter spouse's name shown on tax return.		2b. Second social security number if joint tax return [REDACTED]		
3. Current home address (including apt., room, or suite no.), city, state, and ZIP code 24993 Avenida Sombra, Murrieta CA. 92562				
4. Previous address shown on the last return filed if different from line 3				
5. If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.				
<b>Caution: DO NOT SIGN this form if a third party requires you to complete Form 4506-T, and lines 6 and 8 are blank.</b>				
6. Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request.				
a. Return Transcript, which includes most of the line items of a tax return as filed with the IRS. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days. <input type="checkbox"/>				
b. Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days. <input type="checkbox"/>				
c. Record of Account, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days. <input type="checkbox"/>				
7. Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Most requests will be processed within 10 business days. <input type="checkbox"/>				
8. Form W-2, Form 1099 series, Form 1098 series, or Form 941 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2008, filed in 2009, will not be available from the IRS until 2009. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days. <input type="checkbox"/>				
<b>Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.</b>				
9. Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must order each quarter or tax period separately.				

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax return preparer, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer.

Sign Here	Signature (see instructions) <u>Paul Pfunder</u>	Date <u>4-21-09</u>	Telephone number of taxpayer on line 1a or 2a <u>(951) 698-1785</u>
	Signature (see instructions) <u>Marge Pfunder</u>	Date <u>4-21-09</u>	

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Ord. No. 57607H

Form 4506-T (Rev. 1-2008)

Fax Server

4/2/2009 3:04:46 PM PAGE 2/002 Fax Server

ATTN: MARGE PFUNDER COMPANY:

04/02/09

PAUL J PFUNDER JR  
MARGE M PFUNDER  
24993 AVENIDA SOMBRA  
MURRIETA CA 92563-0000

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA. 92563  
Loan # [REDACTED]

**FAKED**  
4/8

## Third Party Authorization and Agreement to Release

Account Number [REDACTED]  
PAUL J PFUNDER JR  
MARGE M PFUNDER

Property Address: 24993 AVENIDA SOMBRA  
MURRIETA CA 92563-0000

I do hereby authorize GMAC Mortgage, LLC (my lender/mortgage servicer) to release or otherwise provide to  
Monica Ortiz of American National Financial Services  
 Name Company (if applicable)  
909-995-2460  
 Relationship (if applicable) Phone #

public and non-public personal financial information contained in my loan account which may include, but is not limited to, loan balances, final payoff statement, loan status, payment history, payment activity, and/or property information.

We, the lender/mortgage servicer, will take reasonable steps to verify the identity of the 3rd party authorized above, but will have no responsibility or liability to verify the true identity of the requestor when he/she asks to discuss my account or seeks information about my account. Nor shall we, the lender/mortgage servicer, have any responsibility or liability for what the requestor may do with the information he/she obtains concerning my account.

I do hereby indemnify and forever hold harmless the lender/mortgage servicer, from all actions and causes of actions, suits, claims, attorney fees, or demands against the lender/mortgage servicer which I and/or my heirs may have resulting from the lender/mortgage servicer discussing my loan account and/or providing any information concerning my loan account to the above named requestor or person identifying themselves to be that requestor.

If you agree to this Authorization and the terms of the Release as stated above, please sign, date, and fax this form to 866-501-1610.

NOTE: No information concerning your account will be provided until we have received this executed document. The authorization needs to be in the name of an individual (not a company) and a form needs to be completed for each authorized individual. All parties on the Mortgage must sign.

Paul J Pfunder  
Printed Customer Name  
Paul J Pfunder  
Customer Signature

Marge M Pfunder 4-6-09  
Printed Customer Name Date  
Marge M Pfunder 4-6-09  
Customer Signature Date

**Bank of America**Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA. 92563  
Loan # [REDACTED]

H.

**Your Bank of America  
Prima Account  
Statement**1783 P P  
E0-4

Statement Date: January 23, 2009

At Your Service  
Call: 858.748.7070Written Inquiries  
Bank of America  
Twin Peaks Plaza  
PO Box 37178  
San Francisco, NY 84137Customer since 1888  
Bank of America appreciates your  
business and we enjoy serving you.Our free Online Banking service allows you to check balances, track account activity, pay bills and more. With Online Banking you can also view up to 18 months of this statement online and even turn off delivery of your paper statement. Enroll at [www.bankofamerica.com](http://www.bankofamerica.com).☐ **Summary of Your Deposit Accounts**

Account	Account Number	Your Balance
Prima Interest Checking	[REDACTED]	\$ 89.22
Regular Savings	[REDACTED]	211.55
<b>Total Balances</b>		<b>\$ 300.77</b>

☐ **Bank of America News**Bank of America has partnered with Upromise and wants to extend a special opportunity for you to apply for the Upromise Scholarship: \$500,000 in scholarships will be awarded, and you could be a recipient. Visit [www.upromise.com/500k](http://www.upromise.com/500k) to learn more.☐ **Your Prima Interest Checking Account**

Tiered Interest Checking 1.800.432.1800 • Customer Service

Account Number: [REDACTED]  
Statement Period: December 24, 2008  
through January 23, 2009

Beginning Balance on 12/24/08	\$858.00
Total Deposits	+ 115.00
Total Checks, Withdrawals, Transfers, Account Fees	- 883.88
Interest Paid	+ .01
<b>Ending Balance</b>	<b>\$89.22</b>

Annual Percentage Yield earned this period	0.84%
Interest paid year-to-date	\$ .01
Number of ATM withdrawals and transfers	2
Number of purchase transactions	0
Number of 24-Hour Customer Service Calls Self-Service Assisted	0

☐ **Important Information About Your Account**

Total interest paid to your account in 2008: \$ .15

☐ **Branch/ATM Deposits**

Number	Date Posted	Amount	Number	Date Posted	Amount
	12/29	\$ 55.00	<b>Total of 2 deposits</b>		
	01/07	80.00			
					<b>\$135.00</b>

Continued on next page

California

Page 1 of 4

Recycled Paper

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA. 92563  
Loan # [REDACTED]

1783 P.P.  
E0-4

## Your Bank of America Prima Account Statement

Statement Date: February 20, 2009

At Your Service  
Call: 858.748.7070

Written Inquiries  
Bank of America  
Twin Peaks Plaza  
PO Box 37176  
San Francisco, NY 94137-0176

CD 02/27 1 0000 606 0000000000 000 005709 #001 SP 0.346

MARGE SEMINATORE PFUNDER  
PAUL PFUNDER JR  
24993 AVE SOMBRA  
MURRIETA CA 92562

Customer since 1998  
Bank of America appreciates your  
business and we enjoy serving you.

Our free Online Banking service allows you to check balances, track account activity, pay bills and more. With Online Banking you can also view up to 18 months of this statement online and even turn off delivery of your paper statement. Enroll at [www.bankofamerica.com](http://www.bankofamerica.com).

### Summary of Your Deposit Accounts

Account	Account Number	Your Balance
Prima Interest Checking	[REDACTED]	\$ 17.91
Regular Savings	[REDACTED]	205.59
Total Balances		\$ 223.50

### Your Prima Interest Checking Account

Tiered Interest Checking 1,800.432.1000 - Customer Service

Account Number: [REDACTED]

Statement Period: January 24 through February 20, 2009

Beginning Balance on 01/24/09	\$89.22
Total Deposits	+ 25.00
Total Checks, Withdrawals, Transfers, Account Fees	- 96.31
Ending Balance	\$17.91

Interest paid year-to-date	\$ .01
Number of ATM withdrawals and transfers	0
Number of purchase transactions	0
Number of 24 Hour Customer Service Calls Self-Service Assisted	0 0

### Important Information About Your Account

Total interest paid to your account in 2008: \$.15

### Branch/ATM Deposits

Number	Date Posted	Amount
	02/03	\$25.00

Continued on next page

California

Page 1 of 4



Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA 92563  
Loan # [REDACTED]

H

MARGE SEMINATORE PFUNDER  
PAUL PFUNDER JR

Statement Date: February 20, 2009

☐ Checks Paid

Date Paid	Number	Amount	Date Paid	Number	Amount
01/27	2126	\$ 15.00	02/19	2129	12.04
02/10	2127	35.55	Total of 4 Checks Paid		
02/11	2128	8.72			\$71.31

☐ Account Activity

Date Posted	Description	Reference Number	Amount
02/05	Withdrawals, Transfers and Account Fees Ddaautomatic Transfer to Savings [REDACTED]		\$25.00

☐ Daily Balance

Date	Amount	Date	Amount	Date	Amount
01/27	\$ 74.22	02/05	74.22	02/11	29.95
02/03	99.22	02/10	38.67	02/19	17.91

☐ Overdraft Protection Plan

Savings Account [REDACTED]

Overdraft coverage available \$180.59

☐ Your Regular Savings Account

Account Number: [REDACTED]

Statement Period: January 26 through February 22, 2009

Beginning Balance on 01/26/09	\$211.55
Total Deposits	+ 25.00
Total Withdrawals, Transfers, Account Fees	- 31.00
Interest Paid	+ .04
Ending Balance	\$205.59

Annual Percentage Yield earned this period	0.20%
Interest paid year-to-date	\$.04
Number of ATM withdrawals and transfers	1

☐ Important Information About Your Account

Your account earned \$.03 in interest this statement period. The Interest Paid shown above reflects interest earned since your last payment date.

Total interest paid to your account in 2008 : \$.20

☐ Account Activity

Date Posted	Description	Reference Number	Amount
02/06	Deposits and Credits Transfer from Checking [REDACTED] effective dated 02/05)		\$25.00

Continued on next page

California

Page 2 of 4





MARGE SEMINATORE PFUNDER  
PAUL PFUNDER JR

Statement Date: February 20, 2009

☐ Account Activity Continued

Date Posted	Description	Reference Number	Amount
02/03	<b>Withdrawals, Transfers and Account Fees</b>		
	CA Tlr cash withdrawal from Sav [REDACTED] Banking Ctr Murrieta		
02/09	#0001720 CA Confirmation# 3694328359		\$11.00
	Cash withdrawal on 02/08,	005536	20.00
	Bank of America ATM #ICAD2350 (Card # [REDACTED])		
	<b>Total Withdrawals, Transfers and Account Fees</b>		<b>\$31.00</b>
01/30	<b>Interest Paid</b>		
	Interest Paid from 01/01/09 Through 01/31/09		\$0.04

☐ ATM Information

This period, you visited the following ATM locations:

**Bank of America's ATM Network**

- #ICAD2350 Bank Of America, Murrieta, CA

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA 92563  
Loan # [REDACTED]

a Employer's SSN		b Employer identification number (EIN)		OMB No. 1545-0048	
c Employer's name, address, and ZIP code		1 Wages, tips, other compensation		2 Federal income tax withheld	
MARK V. CARUANA LAW OFFICES OF MARK V. CARUANA 2725 JEFFERSON ST STE 11 CARLSBAD CA 92008		21000.00		1896.00	
d Control number		3 Social security wages		4 Social security tax withheld	
		21000.00		304.50	
e Employee's name, address, and ZIP code		5 Medicare wages & tips		6 Medicare tax withheld	
MARGARET M SEMINATORE-PFUNDER 24993 AVENIDA SOMBRA MURRIETA CA 92563		21000.00		304.50	
f State		7 Social security tips		8 Advance EIC payment	
CA					
g State wages, tips, etc.		9 Dependent care benefits		10 Nonqualified plans	
21000.00					
h State income tax		11 Statutory employee		12 Other	
686.28		<input type="checkbox"/>		CA-SDI 168.00	
i Local income tax		13 Retirement plan		14a	
		<input type="checkbox"/>		12c	
j Local wages, tips, etc.		15a		12d	
		686.28			
k Local income tax		16 State income tax		17 Local income tax	
		686.28		20 Locality name	

Department of the Treasury - IRS

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA, 92563  
Loan #

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Department of the Treasury - IRS

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CA					
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21000.00					
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686.28		<input type="checkbox"/>		CA-SDI 168.00	
i Local income tax		13 Retirement plan		14a	
		<input type="checkbox"/>		12c	
j Local wages, tips, etc.		15a		12d	
		686.28			
k Local income tax		16 State income tax		17 Local income tax	
		686.28		20 Locality name	

Department of the Treasury - IRS

Paul and Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA 92563  
951-698-1488

1/26/09

RE: LOAN NO.:  
PROPERTY ADDRESS: 24993 AVENIDA SOMBRA, MURRIETA, CA 92563  
TO GMAC MORTGAGE:

Please be advised that Monica Ortiz is authorized to negotiate a loan modification on the home loan we currently have with GMAC Mortgage, for the above-described property.

Paul Pfunder  
PAUL PFUNDER

Marge Pfunder  
MARGE PFUNDER

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA 92563  
Loan # [REDACTED]

IN 051

DO NOT MAIL THIS FORM TO FTB

TAXABLE YEAR

FORM

2007

## California e-file Signature Authorization for Individuals

8879

Declaration Control Number (DCN) ▶ [REDACTED]

Your name

PAUL J. PFUNDER

Your SSN or ITIN

Spouse's/RDP's name

MARGARET M. PFUNDER

Spouse's/RDP's SSN or ITIN

## Part I Tax Return Information (whole dollars only)

- |   |   |         |
|---|---|---------|
| 1 California Adjusted Gross Income (Form 540, line 17; Form 540 2EZ, line 16; Long Form 540NR, line 21; or Short Form 540NR, line 21) | 1 | 37,478. |
| 2 Amount you owe (Form 540, line 62; Form 540 2EZ, line 27; Long Form 540NR, line 69; or Short Form 540NR, line 69)                   | 2 |         |
| 3 Refund or No Amount Due (Form 540, line 66; Form 540 2EZ, line 28; Long Form 540NR, line 73; or Short Form 540NR, line 73)          | 3 | 468.    |

## Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return.)

Under penalties of perjury, I declare that I have examined a copy of my individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2007, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the information I provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider (including my name, address, and social security number or individual tax identification number) and the amounts shown in Part I above agree with the information and amounts shown on the corresponding lines of my electronic income tax return. If applicable, I authorize an electronic funds withdrawal of the amount in line 2 and/or the estimated tax payments as shown on my return and on Form 8455, California e-file Payment Record, or a comparable form. If applicable, I declare that direct deposit refund amount in line 3 agrees with the direct deposit authorization stated on my return. If I have filed a joint return, this is an irrevocable appointment of the other spouse/RDP as an agent to authorize an electronic funds withdrawal or direct deposit. I authorize my ERO, Transmitter, or Intermediate Service Provider to transmit my complete return to the Franchise Tax Board (FTB). If the processing of my return or refund is delayed, I authorize the FTB to disclose to my ERO, Intermediate Service Provider, and/or Transmitter the reason(s) for the delay or the date when the refund was sent. If I am filing a balance due return, I understand that if the FTB does not receive full and timely payment of my tax liability, I remain liable for the tax liability and all applicable interest and penalties. I acknowledge that I have read and consent to the Electronic Funds Withdrawal Consent included on the copy of my electronic income tax return. I have selected a personal identification number (PIN) as my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize Edward A. Shepherd, CPA, Inc., An Accountancy to enter my PIN [REDACTED]  
ERO firm name Do not enter all zeros

as my signature on my 2007 e-filed California individual income tax return.

☐ I will enter my PIN as my signature on my 2007 e-filed California individual income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶

Paul PfunderDate ▶ 4-14-08

Spouse's/RDP's PIN: check one box only

☒ I authorize Edward A. Shepherd, CPA, Inc., An Accountancy to enter my PIN [REDACTED]  
ERO firm name Do not enter all zeros

as my signature on my 2007 e-filed California individual income tax return.

☐ I will enter my PIN as my signature on my 2007 e-filed California individual income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's/RDP's signature ▶

Margaret Semiratore-PfunderDate ▶ 4-14-08

Practitioner PIN Method Returns Only – continue below

## Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the 2007 California individual income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and FTB Pub. 1345, 2007 e-file Handbook for Authorized e-file Providers, and FTB Pub. 1345A, 2007 e-file Handbook Supplement.

ERO's signature ▶ Edward A. Shepherd, CPA

Date ▶

For Privacy Notice, get form FTB 1131.

CA18501L 11/03/07

FTB 8879 C2 2007

24993 Avenida Sombra

Murrieta, CA. 92563

Loan #

Form **8879**Department of the Treasury  
Internal Revenue Service**IRS e-file Signature Authorization**

Do not send to the IRS. This is not a tax return.  
Keep this form for your records. See instructions.

OMB No. 1545-0074

**2007**

Declaration Control Number (DCN)

Taxpayer's name

PAUL J. PFUNDER

Social security number

Spouse's name

MARGARET M. PFUNDER

Spouse's social security number

**Part I Tax Return Information - Tax Year Ending December 31, 2007 (Whole Dollars Only)**

1 Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	45,278.
2 Total tax (Form 1040, line 63; Form 1040A, line 37; Form 1040EZ, line 10)	2	526.
3 Federal income tax withheld (Form 1040, line 64; Form 1040A, line 38; Form 1040EZ, line 7)	3	3,182.
4 Refund (Form 1040, line 74a; Form 1040A, line 44a; Form 1040EZ, line 11a; Form 1040-SS, Part I, line 12a)	4	2,656.
5 Amount you owe (Form 1040, line 76; Form 1040A, line 46; Form 1040EZ, line 12)	5	

**Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)**

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2007, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, and (d) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my Federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. I further understand that this authorization may apply to future Federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate future payments, I request that the IRS send me a personal identification number (PIN) to access EFTPS. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize Edward A. Shepherd, CPA, Inc., An Account to enter or generate my PIN

ERO firm name

do not enter all zeros

as my signature on my tax year 2007 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2007 electronically filed income tax return. Check this box only if you are entering your own PIN and your return or request is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature

Paul PfunderDate 4-14-08

Spouse's PIN: check one box only

☒ I authorize Edward A. Shepherd, CPA, Inc., An Account to enter or generate my PIN

ERO firm name

do not enter all zeros

as my signature on my tax year 2007 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2007 electronically filed income tax return. Check this box only if you are entering your own PIN and your return or request is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature

Margaret Semisotne PfunderDate 4-14-08**Practitioner PIN Method Returns Only - continue below****Part III Certification and Authentication - Practitioner PIN Method Only**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2007 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Publication 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature

Edward A. Shepherd, CPA

Date

ERO Must Retain This Form - See Instructions  
Do Not Submit This Form to the IRS Unless Requested To Do So

BAA For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form 8879 (2007)

FDIA791L 12/18/07

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA. 92563  
Loan # [REDACTED]

Department of the Treasury — Internal Revenue Service

Form **1040** **U.S. Individual Income Tax Return 2007** IRS Use Only — Do not write or staple in this space.

For the year Jan 1 - Dec 31, 2007, or other tax year beginning , 2007, ending , 20

**Label** (See instructions.) Your first name MI Last name  
**PAUL J. PFUNDER**

**Use the IRS label.** Otherwise, please print or type.  
If a joint return, spouse's first name MI Last name  
**MARGARET M. PFUNDER**

**Presidential Election Campaign** Home address (number and street). If you have a P.O. box, see instructions. Apartment no.  
**24993 AVENIDA SOMBRA**

City, town or post office. If you have a foreign address, see instructions. State ZIP code  
**MURRIETA, CA 92562**

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund? (see instructions) ☐ You ☐ Spouse

**Filing Status**

1 ☐ Single 4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here.

2 ☒ Married filing jointly (even if only one had income)

3 ☐ Married filing separately. Enter spouse's SSN above & full name here.

5 ☐ Qualifying widow(er) with dependent child (see instructions)

**Exemptions**

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a.

b ☒ Spouse.

c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> If qualifying child for child tax credit (see instrs)	No. of children on 6c who: • lived with you • did not live with you due to divorce or separation (see instrs)	Dependents on 6c not entered above	Add numbers on lines above

d Total number of exemptions claimed 2

**Income**

7 Wages, salaries, tips, etc. Attach Form(s) W-2. 7 33,975.

8a Taxable interest. Attach Schedule B if required. 8a 1,429.

b Tax-exempt interest. Do not include on line 8a. 8b

9a Ordinary dividends. Attach Schedule B if required. 9a

b Qualified dividends (see instrs). 9b

10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions). 10

11 Alimony received. 11

12 Business income or (loss). Attach Schedule C or C-EZ. 12 2,232.

13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here. 13

14 Other gains or (losses). Attach Form 4797. 14

15a IRA distributions. 15a

b Taxable amount (see instrs). 15b

16a Pensions and annuities. 16a

b Taxable amount (see instrs). 16b

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E. 17

18 Farm income or (loss). Attach Schedule F. 18

19 Unemployment compensation. 19 7,800.

20a Social security benefits. 20a

b Taxable amount (see instrs). 20b

21 Other income. 21

22 Add the amounts in the far right column for lines 7 through 21. This is your total income. 22 45,436.

**Adjusted Gross Income**

23 Educator expenses (see instructions). 23

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ. 24

25 Health savings account deduction. Attach Form 8889. 25

26 Moving expenses. Attach Form 3903. 26

27 One-half of self-employment tax. Attach Schedule SE. 27 158.

28 Self-employed SEP, SIMPLE, and qualified plans. 28

29 Self-employed health insurance deduction (see instructions). 29

30 Penalty on early withdrawal of savings. 30

31a Alimony paid b Recipient's SSN. 31a

32 IRA deduction (see instructions). 32

33 Student loan interest deduction (see instructions). 33

34 Tuition and fees deduction. Attach Form 8917. 34

35 Domestic production activities deduction. Attach Form 8803. 35

36 Add lines 23 - 35 and 32 - 35. 36 158.

37 Subtract line 36 from line 22. This is your adjusted gross income. 37 45,278.

**BAA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions.** FDIA0112L 12/06/07 Form 1040 (2007)

24993 Avenida Sombra

Murrieta, CA. 92563

Loan # [REDACTED]

Form 1040 (2007) PAUL J. AND MARGARET M. PFUNDER

Page 2

**Tax and Credits****Standard Deduction for —**

• People who checked any box on line 39a or 39b or who can be claimed as a dependent, see instructions.

• All others:

Single or Married filing separately, \$5,350

Married filing jointly or Qualifying widow(er), \$10,700

Head of household, \$7,850

38 Amount from line 37 (adjusted gross income) 38 45,278.

39a Check ☐ You were born before January 2, 1943, ☐ Blind. Total boxes checked 39aif: ☐ Spouse was born before January 2, 1943, ☐ Blind. checked 39b

b If your spouse itemizes on a separate return, or you were a dual-status alien, see instructions and check here 39b

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40 36,372.

41 Subtract line 40 from line 38 41 8,906.

42 If line 38 is \$117,300 or less, multiply \$3,400 by the total number of exemptions claimed on line 6d. If line 38 is over \$117,300, see the instructions. 42 6,800.

43 Taxable income. Subtract line 42 from line 41. 43 2,106.

If line 42 is more than line 41, enter -0-

44 Tax (see instructions). Check if any tax is from: a ☐ Form(s) 9814 b ☐ Form 4972c ☐ Form(s) 9889

45 Alternative minimum tax (see instructions). Attach Form 6251 45 211.

46 Add lines 44 and 45 46 211.

47 Credit for child and dependent care expenses. Attach Form 2441 47

48 Credit for the elderly or the disabled. Attach Schedule R 48

49 Education credits. Attach Form 8863 49

50 Residential energy credits. Attach Form 5695 50

51 Foreign tax credit. Attach Form 1116 if required 51

52 Child tax credit (see instructions). Attach Form 8801 if required 52

53 Retirement savings contributions credit. Attach Form 8880 53

54 Credits from: a ☐ Form 8885 b ☐ Form 8859 c ☐ Form 8839 5455 Other credits: a ☐ Form 8800 b ☐ Form 8801 c ☐ Form 55

56 Add lines 47 through 55. These are your total credits 56

57 Subtract line 56 from line 46. If line 56 is more than line 46, enter -0- 57 211.

**Other Taxes**

58 Self-employment tax. Attach Schedule SE 58 315.

59 Unreported social security and Medicare tax from: a ☐ Form 4137 b ☐ Form 8919 59

60 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 60

61 Advance earned income credit payments from Form(s) W-2, box 9 61

62 Household employment taxes. Attach Schedule H 62

63 Add lines 57-62. This is your total tax 63 526.

**Payments**

If you have a qualifying child, attach Schedule EIC.

64 Federal income tax withheld from Forms W-2 and 1099 64 3,182.

65 2007 estimated tax payments and amount applied from 2006 return 65

66a Earned income credit (EIC) 66a

b Nontaxable combat pay election 66b

67 Excess social security and tier 1 RRTA tax withheld (see instructions) 67

68 Additional child tax credit. Attach Form 8812 68

69 Amount paid with request for extension to file (see instructions) 69

70 Payments from: a ☐ Form 2439 b ☐ Form 4136 c ☐ Form 8885 70

71 Refundable credit for prior year minimum tax from Form 8801, line 27 71

72 Add lines 64, 65, 66a, and 67 through 71. These are your total payments 72 3,182.

**Refund**

Direct deposit? See instructions and fill in 74b, 74c, and 74d or Form 8888.

73 If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you overpaid. 73 2,656.

74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here 74a 2,656.

b Routing number XXXXXXXXXXXX c Type: ☐ Checking ☐ Savings

d Account number XXXXXXXXXXXXXXXXXXXXXXXXXX

75 Amount of line 73 you want applied to your 2008 estimated tax 75

**Amount You Owe**

76 Amount you owe. Subtract line 72 from line 63. For details on how to pay, see instructions 76

77 Estimated tax penalty (see instructions) 77

**Third Party Designee**Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete the following. ☐ No

Designee's name Preparer

Phone no.

Personal identification number (PIN)

**Sign Here**

Joint return? See instructions.

Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature

Date

Your occupation

Daytime phone number

Spouse's signature. If a joint return, both must sign.

Date

Spouse's occupation

CARPENTER  
LEGAL SECRETARY

**Paid Preparer's Use Only**

Preparer's signature Edward A. Shepherd, CPA

Date 4/5/14

Check if self-employed ☒

Preparer's SSN or PTIN

Firm's name (or yours if self-employed) Edward A. Shepherd, CPA, Inc., An Accountancy

address, and ZIP code 25109 Jefferson Avenue Suite 320

Murrieta, CA 92562

EIN [REDACTED]

Phone no. (951) 445-4499

Form 1040 (2007)

FDIA0112L 12/05/07

24993 Avenida Sombra  
Murrieta, CA. 92563  
Loan # [REDACTED]

Employee's social security no. [REDACTED]		<b>Copy B—To Be Filed With Employee's FEDERAL Tax Return.</b> OMB No. 1545-0008			
b Employer identification number (EIN) [REDACTED]		1 Wages, tips, other comp. 2400.00		2 Federal income tax withheld 169.44	
c Employer's name, address, and ZIP code <b>LAW OFFICES OF PATRICK CONKEY</b>  135 W. MISSION AVE. SUITE 100 ESCONDIDO, CA 92025-1718		3 Social security wages 2400.00		4 Social security tax withheld 148.80	
		5 Medicare wages and tips 2400.00		6 Medicare tax withheld 34.80	
		7 Social security tips		8 Allocated tips	
d Control number <b>TERMINATED</b>		9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code <b>MARGARET M. PFUNDER</b>  24993 AVENIDA SOMBRA MURRIETA, CA 92562		11 Nonqualified plans		12a See instructions for box 12	
		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
		14 Other  CASDI 14.40		12c	
				12d	
15 State Employer's state ID number CA [REDACTED]	16 State wages, tips, etc. 2400.00	17 State income tax 25.56	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

38-2088603 Department of the Treasury -- Internal Revenue Service

**Form W-2 Wage and Tax Statement**

2007

This information is being furnished to the Internal Revenue Service.

7 BW2BC NTF 2571010 BW2EBC Copyright 2007 Greatland/Nelec - Forms Software Only

Employee's social security no. [REDACTED]		<b>Copy C—For EMPLOYEE'S RECORDS (See Notice to Employee.)</b> OMB No. 1545-0008			
b Employer identification number (EIN) 33-0076915		1 Wages, tips, other comp. 2400.00		2 Federal income tax withheld 169.44	
c Employer's name, address, and ZIP code <b>LAW OFFICES OF PATRICK CONKEY</b>  135 W. MISSION AVE. SUITE 100 ESCONDIDO, CA 92025-1718		3 Social security wages 2400.00		4 Social security tax withheld 148.80	
		5 Medicare wages and tips 2400.00		6 Medicare tax withheld 34.80	
		7 Social security tips		8 Allocated tips	
d Control number <b>TERMINATED</b>		9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code <b>MARGARET M. PFUNDER</b>  24993 AVENIDA SOMBRA MURRIETA, CA 92562		11 Nonqualified plans		12a See instructions for box 12	
		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
		14 Other  CASDI 14.40		12c	
				12d	
15 State Employer's state ID number CA 384-0095-8	16 State wages, tips, etc. 2400.00	17 State income tax 25.56	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

38-2088603 Department of the Treasury -- Internal Revenue Service

**Form W-2 Wage and Tax Statement**

2007

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA 92563  
Loan #

a. Employer's social security number		OMB No. 1545-0008		Safe, accurate, FAST! Use <b>e-file</b>		Visit the IRS website at <a href="http://www.irs.gov/efile">www.irs.gov/efile</a> .	
b. Employer identification number (EIN) 33-0400265				1. Wages, tips, other compensation 31575.00		2. Federal income tax withheld 2532.78	
c. Employer's name, address, and ZIP code MHS Customer Services, Inc. 7888 Silverton Avenue, Ste. A San Diego, CA 92126				3. Social security wages 31575.00		4. Social security tax withheld 1957.65	
				5. Medicare wages and tips 31575.00		6. Medicare tax withheld 457.84	
				7. Social security tips		8. Allocated tips	
d. Control number PFUN001				9. Advance EIC payment		10. Dependent care benefits	
e. Employee's name, address, and ZIP code Paul J Pfunder 24993 Avenida Sombra Murrieta, CA 92562				11. Nonqualified plans		12a. See instructions for box 12	
				13. Statutory employee <input type="checkbox"/> Retiree <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b. <input type="checkbox"/>	
				14. Other		12c. <input type="checkbox"/>	
						12d. <input type="checkbox"/>	
15. State Employer's state ID number CA 32913402		16. State wages, tips, etc. 31575.00		17. State income tax 442.04		18. Local wages, tips, etc. 31575.00	
						19. Local income tax 189.45	
						20. Locality name CASDI	

Form **W-2 Wage and Tax Statement**

**2007**

Department of the Treasury—Internal Revenue Service

Copy B—To Be Filed With Employee's FEDERAL Tax Return.  
This information is being furnished to the Internal Revenue Service.

From:

04/29/2009 11:18

#330 P. 018/018





From:

Pg 154 of 163

07/23/2009 11:29

#642 P.001/002

MAY-18-2009 07:59 AM 62743.738607

698 1488

P.01

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA. 92563  
Loan # [REDACTED]

Paul Pfunder

866-709-4744

## STATEMENT OF INCOME AND EXPENSE

For the Period from 1-1-09 to 5-16-09

## INCOME

Origination income

\$

Servicing income

Gain on sale of mortgage loans

Other income

TOTAL OPERATING INCOME

\$ 9209.00

## EXPENSES

Advertising

- 0 -

General and Administrative

Occupancy

Provision for losses

Salaries and commissions

Interest

Other Expenses

- 0 -

Total Expenses

(excluding income taxes)

\$

- 0 -

INCOME BEFORE TAXES

\$

9209.00

Income taxes

Local

Federal

Total Taxes

NET INCOME

\$

\$

unpaid as of  
5-16-09

MAY-18-2009 07:59 AM 62743.7386D7

698 1488

P.02

Paul & Marge Pfunder  
24993 Avenida Sombra  
Murrieta, CA 92562  
Loan # [REDACTED]

*Marge Pfunder*

## STATEMENT OF INCOME AND EXPENSE

For the Period from 1-1-09 to 2-09

## INCOME

Origination income

\$ 1413.00

Servicing income

Gain on sale of mortgage loans

Other Income

TOTAL OPERATING INCOME

\$ \_\_\_\_\_

## EXPENSES

Advertising

General and Administrative

Occupancy

Provision for losses

Salaries and commissions

Interest

Other Expenses

Total Expenses

(excluding income taxes)

INCOME BEFORE TAXES

\$ \_\_\_\_\_  
\$ 1413.00

Income taxes

Local

Federal

Total Taxes

NET INCOME

\$ \_\_\_\_\_  
\$ \_\_\_\_\_

*unpaid as of  
5-16-09*



## **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

04/12/10

PAUL J PFUNDER JR  
MARGE M PFUNDER  
24993 AVENIDA SOMBRA

MURRIETA CA 92563-0000

RE: Account Number [REDACTED]  
Property Address 24993 AVENIDA SOMBRA  
  
MURRIETA CA 92563-0000

Dear PAUL J PFUNDER JR  
MARGE M PFUNDER

In connection with your request for a Loan Modification, we regret to inform you that your request has been denied for the following reason(s):

☐ The financial information provided shows you have insufficient income to support your request. We recommend you consider selling your property. If the value of your property has declined and would not result in a full payoff of the mortgage please contact our office when an offer is received so we can review for a possible short sale.

☐ The financial information provided shows that your income is sufficient to cover your existing mortgage obligation; therefore, we are unable to modify your existing obligation.

☐ While you do not have sufficient income to support all of your monthly expenses, some of your expenses could be reduced. We recommend you contact your other creditors to lower their monthly payments before workout solutions can be considered on your mortgage.

☐ We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

04/12/10

Account Number [REDACTED]

Page Two

☐ We service your loan on behalf of an investor or group of investors that has not given us authority to modify your loan under the program requested.

☐ The payment we received does not represent the correct amount as specified in the agreement.

☐ The required payment was not received by the payment due date as specified in the agreement.

☒ We have not received the properly signed and executed agreement.

☐ We have not received the required contribution.

☐ We have been unable to clear/resolve outstanding title issues in order to meet recording requirements.

☐

☐

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency or HOPE HOTLINE at 1-888-995-HOPE to discuss your needs.

We will continue to work with you to explore other options that may be available for your circumstances. If you have any questions regarding the above decision, please contact our office at 800-850-4622, between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Loss Mitigation Department  
Loan Servicing

04/12/10

Account Number [REDACTED]

Page Three

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

If you are currently involved in a bankruptcy proceeding or have been discharged of your personal liability for the repayment of this debt, this notice is being provided for informational purposes only, it is not an attempt to hold you personally responsible for the debt and any rights we may chose to pursue will be exercised against the property only.

#### Disclosure of the Use of Information Obtained From an Outside Source

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services, LLC

Address: P.O. Box 740241, Atlanta, GA 30374-0241

[Toll-free] Telephone number: 800-685-1111 www.equifax.com

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC

Creditor's address: PO Box 780, Waterloo IA 50704

Creditor's telephone number: 800-766-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

5:90





## **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

08/19/10

PAUL J PFUNDER JR  
MARGE M PFUNDER  
24993 AVENIDA SOMBRA

MURRIETA CA 92563-0000

RE: Account Number [REDACTED]  
Property Address 24993 AVENIDA SOMBRA

MURRIETA CA 92563-0000

Dear PAUL J PFUNDER JR  
MARGE M PFUNDER

In connection with your request for a loan modification, we regret to inform you that your request has been denied for the following reason(s):

☒ The financial information provided shows you have insufficient income to support your request. We recommend you consider selling your property. If the value of your property has declined and would not result in a full payoff of the mortgage please contact our office when an offer is received so we can review for a possible short sale.

☐ The financial information provided shows that your income is sufficient to cover your existing mortgage obligation; therefore, we are unable to modify your existing obligation.

☐ While you do not have sufficient income to support all of your monthly expenses, some of your expenses could be reduced. We recommend you contact your other creditors to lower their monthly payments before workout solutions can be considered on your mortgage.

☐ We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

☐ We service your loan on behalf of an investor or group of investors that has not given us authority to modify your loan under the program requested.

08/19/10

Account Number [REDACTED]

Page Two

☐ The payment we received does not represent the correct amount as specified in the agreement.

☐ The required payment was not received by the payment due date as specified in the agreement.

☐ We have not received the properly signed and executed agreement.

☐ You did not meet the requirement (s) for the Home Affordable Unemployment Program.

☐ We have been unable to clear/resolve outstanding title issues in order to meet recording requirements.

☐

☐

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency to discuss your needs. You can also call the HOPE hotline number (888-995-HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

We will continue to work with you to explore other options that may be available for your circumstances. If you have any questions regarding the above decision, please contact our office at 800-850-4622, between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Loss Mitigation Department  
Loan Servicing

08/19/10

Account Number [REDACTED]

Page Three

**Residents of North Carolina:** If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks, website, [www.nccob.gov](http://www.nccob.gov).

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

**Notice Regarding Bankruptcy:** If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally.

Disclosure of the Use of Information Obtained From an Outside Source

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,

Address: P.O. Box 740241, Atlanta, GA 30374-0241

Telephone number: 800-685-1111 [www.equifax.com](http://www.equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC

Creditor's address: PO Box 780 Waterloo IA 50704-0780

Creditor's telephone number: 800-766-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission,

5:90